

**Agreement between
City of Chula Vista
and
PMAM Corporation
for Security Alarm Management Services**

This agreement (Agreement), dated October 15th, 2013 for the purposes of reference only, and effective as of the date last executed unless another date is otherwise specified in Exhibit A to this Agreement (Exhibit A), Paragraph 1, is between the City-related entity whose name and business form is indicated on Exhibit A, Paragraph 2, (City), and the entity whose name, business form, place of business and telephone numbers are indicated on Exhibit A, Paragraphs 4 through 6, (Consultant), and is made with reference to the following facts:

RECITALS

WHEREAS, the City of Chula Vista Police Department is seeking to increase the amount of proactive time available to officers on patrol in order to provide higher quality crime and disorder prevention; and

WHEREAS, over 98% of security alarm activations are false which consumes valuable proactive policing time; and

WHEREAS, the Chula Vista Police Department worked with the security alarm industry to craft a modern security alarm ordinance which seeks to reduce the number of false security alarms; and

WHEREAS, PMAM Corporation provides false alarm management services, which will aid the Police Department in significantly reducing the number of false security alarms; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

OBLIGATORY PROVISIONS PAGES

NOW, THEREFORE, for valuable consideration the City and Consultant do hereby mutually agree as follows:

All of the Recitals above are incorporated into this Agreement by this reference.

ARTICLE I. CONSULTANT'S OBLIGATIONS

A. General

1. General Duties. Consultant shall perform all of the services described on Exhibit A, Paragraph 7 (General Duties).
2. Scope of Work and Schedule. In performing and delivering the General Duties, Consultant shall also perform the services, and deliver to City the "Deliverables" described in Exhibit A, Paragraph 8, entitled "Scope of Work and Schedule," according to, and within the time frames set forth in Exhibit A, Paragraph 8, time being of the essence of this agreement. The General Duties and the work and Deliverables required in the Scope of Work and Schedule shall be referred to as the "Defined Services." Failure to complete the Defined Services by the times indicated does not, except at the option of the City, terminate this Agreement.
 - a. *Reductions in Scope of Work.* City may independently, or upon request from Consultant, from time to time, reduce the Defined Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.
 - b. *Additional Services.* In addition to performing the Defined Services, City may require Consultant to perform additional consulting services related to the Defined Services (Additional Services), and upon doing so in writing, if they are within the scope of services offered by Consultant, Consultant shall perform same on a time and materials basis at the rates set forth in the "Rate Schedule" in Exhibit A, Paragraph 10, unless a separate fixed fee is otherwise agreed upon. All compensation for Additional Services shall be paid monthly as billed.
3. Standard of Care. The Consultant expressly warrants that the work to be performed pursuant to this Agreement, whether Defined Services or Additional Services, shall be performed in accordance with the standard of care ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations.
 - a. *No Waiver of Standard of Care.* Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

B. Application of Laws. Should a federal or state law pre-empt a local law, or regulation, the Consultant must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Consultant to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Consultant to violate any law, the Consultant agrees to notify City immediately in writing. Should this occur, the City and the Consultant agree that they will make appropriate arrangements to proceed with or, if necessary, amend or terminate this Agreement, or portions of it, expeditiously.

1. Subcontractors. Consultant agrees to take appropriate measures necessary to ensure that all participants utilized by the Consultant to complete its obligations under this Agreement, such as subcontractors, comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local, affecting Project implementation. In addition, if a subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, the Consultant shall ensure that the subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

C. Insurance

1. General. Consultant must procure and maintain, during the period of performance of this Agreement, and for twelve months after completion, policies of insurance from insurance companies to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under this Agreement and the results of that work by the Consultant, his agents, representatives, employees or subcontractors, and provide documentation of same prior to commencement of work.

2. Minimum Scope of Insurance. Coverage must be at least as broad as:

a. *CGL.* Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).

b. *Auto.* Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

c. *WC.* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

d. *E&O.* Professional Liability or Errors & Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

3. Minimum Limits of Insurance. Consultant must maintain limits no less than those included in the table below:

i. General Liability: (Including operations, products and completed operations, as applicable)	\$1,000,000 per occurrence for bodily injury, personal injury, (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Project/location or the general aggregate limit must be twice the required occurrence limit.
ii. Automobile Liability:	\$1,000,000 per accident for bodily injury, including death, and property damage.
iii. Workers' Compensation Employer's Liability:	Statutory \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
iv. Professional Liability or Errors & Omissions Liability:	\$1,000,000 each occurrence

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or the Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
5. Other Insurance Provisions. The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:
 - a. *Additional Insured.* City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insured with respect to all policies of insurance, including those with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products/Completed Operations coverage.
 - b. *Primary Insurance.* The Consultant's General Liability insurance coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of the

Consultant and in no way relieves the Consultant from its responsibility to provide insurance.

- c. *Cancellation.* The insurance policies required by this Agreement shall not be canceled by either party, except after thirty days' prior written notice to the City by certified mail, return receipt requested. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" shall be deleted from all certificates.
 - d. *Active Negligence.* Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
 - e. *Waiver of Subrogation.* Consultant's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage for the term required by this Agreement.
6. Claims Forms. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:
- a. *Retro Date.* The "Retro Date" must be shown, and must be before the date of the Agreement or the beginning of the work required by the Agreement.
 - b. *Maintenance and Evidence.* Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work required by the Agreement.
 - c. *Cancellation.* If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five years after completion of the work required by the Agreement.
 - d. *Copies.* A copy of the claims reporting requirements must be submitted to the City for review.
7. Acceptability of Insurers. Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.
8. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by Section I.C. of this Agreement. The endorsements should be on insurance industry forms, provided those endorsements

or policies conform to the requirements of this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

9. Subcontractors. Consultant must include all sub-consultants as insured under its policies or furnish separate certificates and endorsements for each sub-consultant. All coverage for sub-consultants is subject to all of the requirements included in these specifications.
10. Not a Limitation of Other Obligations. Insurance provisions under this Article shall not be construed to limit the Consultant's obligations under this Agreement, including Indemnity.

D. Security for Performance

1. Performance Bond. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide a Performance Bond (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled "Performance Bond"), then Consultant shall provide to the City a performance bond, in the amount indicated at Exhibit A, Paragraph 18, in the form prescribed by the City and by such sureties which are authorized to transact such business in the State of California, listed as approved by the United States Department of Treasury Circular 570, <http://www.fms.treas.gov/c570>, and whose underwriting limitation is sufficient to issue bonds in the amount required by the Agreement, and which also satisfy the requirements stated in Section 995.660 of the Code of Civil Procedure, except as provided otherwise by laws or regulations. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Surety companies must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds for the limits so required. Form must be satisfactory to the Risk Manager or City.
2. Letter of Credit. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide a Letter of Credit (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled "Letter of Credit"), then Consultant shall provide to the City an irrevocable letter of credit callable by the City at its unfettered discretion by submitting to the bank a letter, signed by the City Manager, stating that the Consultant is in breach of the terms of this Agreement. The letter of credit shall be issued by a bank, and be in a form and amount satisfactory to the Risk Manager or City Attorney which amount is indicated in the space adjacent to the term, "Letter of Credit," in Exhibit A, Paragraph 18.
3. Other Security. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide security other than a Performance Bond or a Letter of Credit (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled "Other Security"), then Consultant shall provide to the City such

other security therein listed in a form and amount satisfactory to the Risk Manager or City Attorney.

- E. **Business License.** Consultant agrees to obtain a business license from the City and to otherwise comply with Title 5 of the Chula Vista Municipal Code.

ARTICLE II. CITY OBLIGATIONS

- A. **Consultation and Cooperation.** City shall regularly consult the Consultant for the purpose of reviewing the progress of the Defined Services and Schedule, and to provide direction and guidance to achieve the objectives of this Agreement. The City shall allow Consultant access to its office facilities, files and records, as deemed necessary and appropriate by the City, throughout the term of this Agreement. In addition, City agrees to provide the materials identified at Exhibit A, Paragraph 9, with the understanding that delay in the provision of those materials beyond thirty days after authorization to proceed, shall constitute a basis for the justifiable delay in the Consultant's performance.

- B. **Compensation.**

- 1. Following Receipt of Billing. Upon receipt of a properly prepared bill from Consultant, submitted to the City as indicated in Exhibit A, Paragraph 17, but in no event more frequently than monthly, on the day of the period indicated in Exhibit A, Paragraph 17, City shall compensate Consultant for all services rendered by Consultant according to the terms and conditions set forth in Exhibit A, Paragraph 10, adjacent to the governing compensation relationship indicated by a "checkmark" next to the appropriate arrangement, subject to the requirements for retention set forth in Paragraph 18 of Exhibit A, and shall compensate Consultant for out of pocket expenses as provided in Exhibit A, Paragraph 11.
- 2. Supporting Information. Any billing submitted by Consultant shall contain sufficient information as to the propriety of the billing, including properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature of the charges to the Project in order to permit the City to evaluate that the amount due and payable is proper, and such billing shall specifically contain the City's account number indicated on Exhibit A, Paragraph 17(C) to be charged upon making such payment.
- 3. Exclusions. In determining the amount of the compensation City will exclude any cost: 1) incurred prior to the effective date of this Agreement; or 2) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of the Consultant, its agents, employees, or subcontractors.
 - a. *Errors and Omissions.* In the event that the City Administrator determines that the Consultant's negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to City greater than would have resulted if there were no such negligence, errors, omissions, Consultant shall reimburse City for any additional expenses incurred by the City. Nothing in this

paragraph is intended to limit City's rights under other provisions of this Agreement.

4. Payment Not Final Approval. The Consultant understands and agrees that payment to the Consultant for any Project cost does not constitute a City final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation of Consultant of the terms of the Agreement. The Consultant acknowledges that City will not make a final determination about the eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by the City has been completed, whichever occurs latest. If City determines that the Consultant is not entitled to receive any portion of the compensation due or paid, City will notify the Consultant in writing, stating its reasons. The Consultant agrees that Project closeout will not alter the Consultant's responsibility to return any funds due City as a result of later refunds, corrections, or other similar transactions; nor will Project closeout alter the right of City to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.
 - a. *Consultant's Obligation to Pay*. Upon notification to the Consultant that specific amounts are owed to City, whether for excess payments or disallowed costs, the Consultant agrees to remit to City promptly the amounts owed, including applicable interest.

ARTICLE III. ETHICS

A. Financial Interests of Consultant

1. Consultant is Designated as an FPPC Filer. If Consultant is designated on Exhibit A, Paragraph 14, as an "FPPC filer," Consultant is deemed to be a "Consultant" for the purposes of the Political Reform Act conflict of interest and disclosure provisions, and shall report economic interests to the City Clerk on the required Statement of Economic Interests in such reporting categories as are specified in Paragraph 14 of Exhibit A, or if none are specified, then as determined by the City Attorney.
2. No Participation in Decision. Regardless of whether Consultant is designated as an FPPC Filer, Consultant shall not make, or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a financial interest other than the compensation promised by this Agreement.
3. Search to Determine Economic Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant warrants and represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests, as the term is used in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest which would conflict with Consultant's duties under this Agreement.

4. Promise Not to Acquire Conflicting Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant further warrants and represents that Consultant will not acquire, obtain, or assume an economic interest during the term of this Agreement which would constitute a conflict of interest as prohibited by the Fair Political Practices Act.
5. Duty to Advise of Conflicting Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant further warrants and represents that Consultant will immediately advise the City Attorney if Consultant learns of an economic interest of Consultant's that may result in a conflict of interest for the purpose of the Fair Political Practices Act, and regulations promulgated thereunder.
6. Specific Warranties Against Economic Interests. Consultant warrants, represents and agrees that:
 - a. Neither Consultant, nor Consultant's immediate family members, nor Consultant's employees or agents (Consultant Associates) presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of the Defined Services, or in any property within 2 radial miles from the exterior boundaries of any property which may be the subject matter of the Defined Services, (Prohibited Interest), other than as listed in Exhibit A, Paragraph 14.
 - b. No promise of future employment, remuneration, consideration, gratuity or other reward or gain has been made to Consultant or Consultant Associates in connection with Consultant's performance of this Agreement. Consultant promises to advise City of any such promise that may be made during the Term of this Agreement, or for twelve months thereafter.
 - c. Consultant Associates shall not acquire any such Prohibited Interest within the Term of this Agreement, or for twelve months after the expiration of this Agreement, except with the written permission of City.
 - d. Consultant may not conduct or solicit any business for any party to this Agreement, or for any third party that may be in conflict with Consultant's responsibilities under this Agreement, except with the written permission of City.

IV. LIQUIDATED DAMAGES

- A. **Application of Section.** The provisions of this section apply if a Liquidated Damages Rate is provided in Exhibit A, Paragraph 13.
 1. Estimating Damages. It is acknowledged by both parties that time is of the essence in the completion of this Agreement. It is difficult to estimate the amount of damages resulting from delay in performance. The parties have used their judgment to arrive at a reasonable amount to compensate for delay.

2. Amount of Penalty. Failure to complete the Defined Services within the allotted time period specified in this Agreement shall result in the following penalty: For each consecutive calendar day in excess of the time specified for the completion of the respective work assignment or Deliverable, the Consultant shall pay to the City, or have withheld from monies due, the sum of Liquidated Damages Rate provided in Exhibit A, Paragraph 13 (Liquidated Damages Rate).
3. Request for Extension of Time. If the performance of any act required of Consultant is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the Consultant, as determined by the City, Consultant shall be excused from performing that act for the period of time equal to the period of time of the prevention or delay. In the event Consultant claims the existence of such a delay, the Consultant shall notify the City's Contract Administrator, or designee, in writing of that fact within ten calendar days after the beginning of any such claimed delay. Extensions of time will not be granted for delays to minor portions of work unless it can be shown that such delays did or will delay the progress of the work.

ARTICLE V. INDEMNIFICATION

A. **Defense, Indemnity, and Hold Harmless.**

1. General Requirement. Except for liability for Design Professional Services covered under Article V., Section A.2., Consultant shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, agents and employees, from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Defined Services or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses (including without limitations, attorneys fees) arising from the sole negligence, active negligence or willful misconduct of the City, its officers, employees. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.
2. Design Professional Services. If Consultant provides design professional services, as defined by California Civil Code section 2782.5, as may be amended from time to time, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the

performance of Consultant's services. Consultant's duty to defend, indemnify, and hold harmless shall not include any claims or liabilities arising from the sole negligence, active negligence or willful misconduct of the City, its agents, officers or employees. This section in no way alters, affects or modifies the Consultant's obligations and duties under this Agreement.

3. Costs of Defense and Award. Included in the obligations in Sections A.1 and A.2, above, is the Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings, that may be brought or instituted against the City, its directors, officials, officers, employees, agents and/or volunteers, subject to the limitations in Sections A.1. and A.2. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents and/or volunteers, for any and all related legal expenses and costs incurred by each of them, subject to the limitations in Sections A.1. and A.2.
4. Insurance Proceeds. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, and/or volunteers.
5. Declarations. Consultant's obligations under Article V shall not be limited by any prior or subsequent declaration by the Consultant.
6. Enforcement Costs. Consultant agrees to pay any and all costs City incurs enforcing the indemnity and defense provisions set forth in Article V.
7. Survival. Consultant's obligations under Article V shall survive the termination of this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- A. **Termination for Cause.** If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by Consultant shall, at the option of the City, become the property of the City, and Consultant shall be entitled to receive just and equitable compensation, in an amount not to exceed that payable under this Agreement and less any damages caused City by Consultant's breach, for any work satisfactorily completed on such documents and other materials up to the effective date of Notice of Termination..
- B. **Termination of Agreement for Convenience of City.** City may terminate this Agreement at any time and for any reason, by giving specific written notice to Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished and unfinished documents and

other materials described hereinabove shall, at the option of the City, become City's sole and exclusive property. If the Agreement is terminated by City as provided in this paragraph, Consultant shall be entitled to receive just and equitable compensation, in an amount not to exceed that payable under this Agreement, for any satisfactory work completed on such documents and other materials to the effective date of such termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section.

Consultant retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The City does not acquire any ownership rights to the Application software. The Software is protected in favor of PMAM, as well as any future registered trademarks, are trademarks of PMAM.

The proprietary software is considered loaned to the City during the duration of this agreement as laid out in this contract and the City will not have any access to PMAM's proprietary software after the conclusion of the contract.

ARTICLE VII. RECORD RETENTION AND ACCESS

- A. **Record Retention.** During the course of the Project and for three (3) years following completion, the Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project as City may require.
- B. **Access to Records of Consultant and Subcontractors.** The Consultant agrees to permit, and require its subcontractors to permit City or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project.
- C. **Project Closeout.** The Consultant agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

ARTICLE VIII. PROJECT COMPLETION, AUDIT, AND CLOSEOUT

- A. **Project Completion.** Within ninety (90) calendar days following Project completion or termination by City, Consultant agrees to submit a final certification of Project expenses and audit reports, as applicable.
- B. **Audit of Consultants.** Consultant agrees to perform financial and compliance audits the City may require. The Consultant also agrees to obtain any other audits required by City. Consultant agrees that Project closeout will not alter Consultant's audit responsibilities. Audit costs are allowable Project costs.
- C. **Project Closeout.** Project closeout occurs when City notifies the Consultant that City has closed the Project, and either forwards the final payment or acknowledges that the Consultant

has remitted the proper refund. The Consultant agrees that Project closeout by City does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from City

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Assignability.** The services of Consultant are personal to the City, and Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without prior written consent of City.
1. **Limited Consent.** City hereby consents to the assignment of the portions of the Defined Services identified in Exhibit A, Paragraph 16 to the sub-consultants identified as "Permitted Sub-consultants."
- B. **Ownership, Publication, Reproduction and Use of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced under this Agreement shall be the sole and exclusive property of City. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express written consent of City. City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- C. **Independent Contractor.** City is interested only in the results obtained and Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. City maintains the right only to reject or accept Consultant's work products. Consultant and any of the Consultant's agents, employees or representatives are, for all purposes under this Agreement, independent contractors and shall not be deemed to be employees of City, and none of them shall be entitled to any benefits to which City employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Therefore, City will not withhold state or federal income tax, social security tax or any other payroll tax, and Consultant shall be solely responsible for the payment of same and shall hold the City harmless with regard to them.
1. **Actions on Behalf of City.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever, as an agent or otherwise. Consultant shall have no authority, express or implied, to bind City or its members, agents, or employees, to any obligation whatsoever, unless expressly provided in this Agreement.
 2. **No Obligations to Third Parties.** In connection with the Project, Consultant agrees and shall require that its agents, employees, subcontractors agree that City shall not be responsible for any obligations or liabilities to any third party, including its agents,

employees, subcontractors, or other person or entity that is not a party to this Agreement. Notwithstanding that City may have concurred in or approved any solicitation, subagreement, or third party contract at any tier, City shall have no obligation or liability to any person or entity not a party to this Agreement.

- D. **Administrative Claims Requirements and Procedures.** No suit or arbitration shall be brought arising out of this Agreement, against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.
- E. **Administration of Contract.** Each party designates the individuals (Contract Administrators) indicated on Exhibit A, Paragraph 12, as that party's contract administrator who is authorized by the party to represent it in the routine administration of this Agreement.
- F. **Term.** This Agreement shall terminate when the parties have complied with all executory provisions hereof.
- G. **Attorney's Fees.** Should a dispute arising out of this Agreement result in litigation, it is agreed that the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court costs incurred. The "prevailing party" shall be deemed to be the party who is awarded substantially the relief sought.
- H. **Statement of Costs.** In the event that Consultant prepares a report or document, or participates in the preparation of a report or document in performing the Defined Services, Consultant shall include, or cause the inclusion of, in the report or document, a statement of the numbers and cost in dollar amounts of all contracts and subcontracts relating to the preparation of the report or document.
- I. **Consultant is Real Estate Broker and/or Salesman.** If the box on Exhibit A, Paragraph 15 is marked, the Consultant and/or is principals is/are licensed with the State of California or some other state as a real estate broker or salesperson. Otherwise, Consultant represents that neither Consultant, nor its principals are licensed real estate brokers or salespersons.
- J. **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement as the places of business for each of the designated parties.
- K. **Integration.** This Agreement, together with any other written document referred to or contemplated in it, embody the entire Agreement and understanding between the parties

relating to the subject matter hereof. Neither this Agreement nor any provision of it may be amended, modified, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

- L. **Capacity of Parties.** Each signatory and party to this Agreement warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all necessary resolutions or other actions have been taken so as to enable it to enter into this Agreement.
- M. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance under it, shall be the City of Chula Vista.


(End of page. Next page is signature page.)

Signature Page
to
Agreement between
City of Chula Vista and
PMAM Corporation
for Security Alarm Management Services


IN WITNESS WHEREOF, City and Consultant have executed this Agreement, indicating that they have read and understood same, and indicate their full and complete consent to its terms:

Dated: 10/17/13

City of Chula Vista

By: 
Cheryl G. Cox
Mayor

Attest:

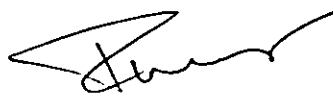

Donna Norris, City Clerk

Approved as to form:


Glen R. Googins, City Attorney

Dated: 10-17-2013

PMAM Corporation

By: 
Pankaj Kumar
Chief Executive Officer

Dated: 10/9/13

Exhibit List to Agreement: Exhibit A.
PMAM Response to RFP#P08 – 12/13: Exhibit B

Exhibit A
to
Agreement between
City of Chula Vista
and
PMAM Corporation

1. Effective Date of Agreement: Same as date last executed by parties.

2. City-Related Entity:

(X) City of Chula Vista, a municipal chartered corporation of the State of California

3. Place of Business for City:

City of Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910

4. Consultant:

PMAM Corporation

5. Business Form of Consultant:

() Sole Proprietorship
() Partnership
(X) Corporation

6. Place of Business, Telephone and Fax Number of Consultant:

105 Decker Court, Suite 675
Irving, TX 75062
Phone – 972-831-7401
FAX – 972-573-1845

7. General Duties:

Consultant will provide program management duties for the City's Security Alarm Ordinance program. Duties will include (generally): Tracking false alarm data from City database; provide high quality customer service to security alarm permit holders; notifying alarm users of false alarms and collect corresponding fine amounts; coordinate and collect security alarm permit fees; provide educational resources for security alarm permit holders; provide various reports to City staff for program management; provide a complete and secure web portal for citizens and businesses who have security alarms to obtain and renew security alarm permits, to pay fees, to pay false security alarm fines, and to view information regarding their specific security alarm; and other duties as mutually agreed upon.

8. Scope of Work and Schedule:

A. Detailed Scope of Work:

1) Consultants response to City of Chula Vista RFP#P08-12/13 shall act as consultants promise to deliver services as outlined in RFP#P08-12/13. A copy of consultant's response to RFP#P08-12/13 is attached for reference (Exhibit "B").

2) Consultant to provide false alarm management software which will allow the City to track security alarm permits (including all pertinent user data e.g. Name, address, unique permit number, permit issue date, permit expiration date, etc) as well as track the number of false security alarm activations, outstanding billing/fine collection information, and other financial data for normal audit procedures. Download Chula Vista's false alarm incident data from the established FTP site and integrate into FAMS. Upload FAMS data on a daily basis to the FTP site to be integrated into Chula Vista's CAD system.

3) Consultant to provide secure website portal which will appear to be part of the City of Chula Vista's website with City header and general color scheme. Website shall employ all normal online payment security protocols as detailed by the Payment Card Industry Security Standards Council in order to collect online payments for security alarm permits and/or false security alarm fines. Consultant will also offer customers the ability to pay via normal US mail, and shall provide a secure PO Box to which customers can mail their payments.

4) Consultant shall maintain current billing and collection information for all security alarm permit holders and data should be available to authorized City employees for inspection and coordination. Data shall be exportable in standard Microsoft Office Excel or Access formats.

5) Consultant shall perform primary level collections efforts to those permit holders who are in late payment status. Primary level collections shall consist of intelligent reporting, call center systems integration and predictive dialer, as well as proactive and reactive skip tracing, as stated in the PMAM Request for Proposal Response. Once primary level collections efforts have been exhausted, consultant shall work with the City of Chula Vista Finance Department and credit agencies to meet any reporting requirements.

6) Consultant shall provide quality customer service and shall act as the primary contact for all matters regarding security alarm permits and false security alarm billing. Any complaints that cannot be resolved by the consultant should be forwarded to the following contact for further follow-up: Barbara Brookover, Police Support Services Manager.

7) Consultant shall provide an educational component to website which instructs permit holders to best practices for reducing/eliminating false alarms. Consultant shall also offer first offender forgiveness training which incorporates best-practices on reducing false

security alarms and consultant shall test the customers understanding of the training material and retain the results for inspection by the City.

8) Consultant shall administer security alarm program in accordance to City of Chula Vista Municipal Code 9.06, Security Alarms. Any deviation from the Municipal Code must be authorized by the City of Chula Vista.

9) Consultant shall provide coordination for appeals process.

10) Consultant shall cooperatively and proactively work with City staff on administration of Security Alarm program. The City will provide PMAM with a main point of contact for the day-to-day operational issues for the program.

B. Date for Commencement of Consultant Services:

(X) Same as Effective Date of Agreement

C. Dates or Time Limits for Delivery of Deliverables:

Deliverables	Project Milestones	Responsibility	Timeline
1	Format for Authorization Letters	PMAM	1 week from Contract Sign date and 1st teleconference with the City
2	Creation of Standard Operating Procedures (SOP) and share with the City	PMAM	1 week from Contract Sign date and 1st teleconference with the City
3	Sharing of all program requirements with the City	PMAM	1 week from Contract Sign date and 1st teleconference with the City
4	Authorization letters sign off	City of Chula Vista, CA	
5	SOP Sign off	City of Chula Vista, CA	
6	Facilitating all program requirements as discussed or listed in SOP or during teleconferences	City of Chula Vista, CA	
7	Verbiage for Invoices and correspondence creation	PMAM	1 week from the completion of Deliverable 4, 5 and 6
8	Approval for verbiage for invoices and other correspondence	City of Chula Vista, CA	
9	Citizen website Go Live	PMAM	2 weeks from the completion of Deliverable 8
10	FAMS program implementation GO LIVE	PMAM	4-5 weeks from the completion of Deliverable 8

D. Date for completion of all Consultant services: expiration date of contract. This contract is for one year, with the option of extending up to three additional one year contracts on mutual agreement.

9. Materials Required to be Supplied by City to Consultant: None.

10. Compensation:

Consultant shall provide the following pricing structure:

The following pricing structure is based on the current ordinance. Revenue split with the City of Chula Vista according to the following revenue (total permit fees, false alarm fines, and penalties) amounts:

Total Revenue Collected	City Percentage	PMAM Percentage
Total permit fees, False Alarm fines, and fees-1 st \$200,000	85%	15%
Total permit fees, False Alarm fines, and fees-above \$200,000	82%	18%

The City of Chula Vista and PMAM shall share the revenue generated from fees, fines, and penalties as described above, with the exception of postage, to be paid by the City

The above fee structure shall be set in the beginning of the program and shall continue for 12 months. Thereafter, it will again be set to zero dollars for the next 12 months.

A dedicated bank account shall be opened for all deposits for the alarm fee for the City. PMAM shall pay for all bank charges that are incurred on this account.

Alternate Pricing

The Alternate Pricing is based on the City adopting their proposed alarm ordinance. Revenue split with the City of Chula Vista according to the following revenue (total permit fees, false alarm fines, and penalties) amounts:

Total Revenue Collected	City Percentage	PMAM Percentage
Total permit fees, False Security Alarm fines, and fees – First \$200,000	87%	13%
Total permit fees, False Security Alarm fines, and fees – Above \$200,000	84%	16%

The City of Chula Vista and PMAM shall share the revenue generated from fees, fines and penalties as described above, with the exception of postage, which is to be paid by the City.

The above fee structure shall be set in the beginning of the program and shall continue for 12 months. Thereafter, it will again be set to zero dollars for the next 12 months.

A dedicated bank account shall be opened for all deposits for the security alarm fees/penalties for the City. PMAM shall pay all bank charges that are incurred on this account.

11. Materials Reimbursement Arrangement

For the cost of out of pocket expenses incurred by Consultant in the performance of services herein required, City shall pay Consultant at the rates or amounts set forth below:

None, the compensation includes all costs.

12. Contract Administrators:

City: Barbara Brookover – Police Support Services Manager
(619) 691 –5128
Email – bbrookover@chulavistapd.org

Consultant: Reyna Salgado – Alarm Administrator, Public Safety Operations
972-573-4832
Reynar@pmam.com
Prabhjit Singh – Analyst
(972) 573-2743
Email – Prabhjits@pmam.com

13. Liquidated Damages Rate: N/A

\$_____ per day.
 Other: _____

14. Statement of Economic Interests, Consultant Reporting Categories, per Conflict of Interest Code (Chula Vista Municipal Code chapter 2.02):

Not Applicable. Not an FPPC Filer.

FPPC Filer

Category No. 1. Investments, sources of income and business interests.

Category No. 2. Interests in real property.

Category No. 3. Investments, business positions, interests in real property, and sources of income subject to the regulatory, permit or licensing authority of the department administering this Agreement.

Category No. 4. Investments and business positions in business entities and sources of income that engage in land development, construction or the acquisition or sale of real property.

() Category No. 5. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the City of Chula Vista or the City's Redevelopment Agency to provide services, supplies, materials, machinery or equipment.

() Category No. 6. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the department administering this Agreement to provide services, supplies, materials, machinery or equipment.

() List Consultant Associates interests in real property within 2 radial miles of Project Property, if any:

15. () Consultant is Real Estate Broker and/or Salesman

16. Permitted Sub-consultants: None without consent of City of Chula Vista Police Department

17. Bill Processing:

A. Consultant's Billing to be submitted for the following period of time:

(X) Monthly

B. Day of the Period for submission of Consultant's Billing:

() First of the Month

() 15th Day of each Month

(X) End of the Month

(X) Other: Consultant to deposit City's share of revenues into mutually agreed upon bank account

C. City's Account Number: City will provide consultant with appropriate account numbers.

18. Security for Performance

() Performance Bond, \$ _____

() Letter of Credit, \$ _____

() Other Security:

Type: _____

Amount: \$ _____

() Retention. If this space is checked, then notwithstanding other provisions to the contrary requiring the payment of compensation to the Consultant sooner, the City shall be entitled to retain, at their option, either the following "Retention Percentage" or "Retention Amount" until the City determines that the Retention Release Event, listed below, has occurred:

() Retention Percentage: _____
() Retention Amount: \$ _____

Retention Release Event:

() Completion of All Consultant Services

() Other: _____

() Other: The Retention Amount may be released on a monthly basis provided that Consultant has performed said monthly services to the sole satisfaction of the Assistant City Manager/Director of Development Services or his designee.

August | 2013



FAMS Capabilities

PMAM Request for Proposal Response

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PM AM
Corporation

Microsoft
GOLD CERTIFIED
Partner

TRANSMITTAL LETTER

August 8th, 2013

City of Chula Vista Police Department
276 Fourth Ave.
Chula Vista, CA 91910

RFP #PO8-12/13

Subject: Transmittal letter presenting the response for the City of Chula Vista's RFP #PO8-12/13 for False Alarm Management Services

PMAM Corporation is pleased to present this proposal for providing a complete turnkey solution for the City of Chula Vista for False Alarm Management Services, according to the plans and specifications detailed in RFP #PO8-12/13, issued by the City of Chula Vista.

Cities that use FAMS consistently increase revenues, reduce false alarms, and lower administration costs. Our results are significant and measurable, as we believe in analyzing detailed metrics in every step in the process, and throughout the lifetime of the contract. With this analysis, we continually compare and improve upon our baseline metrics.

We excel in the false alarm managed services industry. Our reputation and results have earned us the opportunity to serve clients across the U.S., which makes PMAM the largest managed service provider in the nation.

Our primary objectives are to:

- 1) Reduce the number of false alarms
- 2) Leverage the most advanced technology and processes to increase compliance and maximize revenue
- 3) Achieve the first two objectives while providing exceptional services to the citizens, businesses, and city officials and administering these services in the most cost-effective manner.

As preferred in Section II of the RFP #PO8-12/13, FAMS is a 100% web-based system.

Our system is fully transparent, so all PMAM employees, and city officials have access to over **100 reports** (real-time and live data) as long as they are connected to the web.

With live, real-time data, city officials and PMAM employees have nearly unlimited options for data analysis. Our web-based system empowers users, and cities are not restricted to only a handful of "standard" reports.

Another advantage of having a web-based system like FAMS is updates, such as new functionalities and features to our core product, are instantaneous and seamless.

It costs cities hundreds of thousands of dollars to respond to false alarms annually. We have tailored everything in our approach, from our technology to our service processes, to reduce future false

alarms. PMAM Corporation has a track record of securing such results since the beginning of the FAMS offering in 2002/2003.

PMAM is a private owned company certified as a Disadvantaged Business Enterprise by the NCTRC. It is both a minority and woman-owned enterprise, incorporated in the State of Texas.

By partnering with PMAM, the City of Chula Vista stands to gain a state of the art solution and exceptional service that will:

- Reduce false alarms
- Increase revenue by enhanced permitting compliance and collection processes
- Educate residents and businesses on how to comply with the alarm ordinance
- Bring additional savings to the city by establishing best practices
- Provide exceptional citizen service to residents and businesses

In searching for a solution that is 100% web based, Chula Vista is forward-thinking on how its citizens prefer to provide and receive communication. Our world is ever influenced by technology. We live in the modern times dominated by email communication, social media, and instant access to information through sites like Google. Now, more than ever, people are more willing to conduct business and make payments online.

By giving citizens an easy-to-use web portal to apply, renew, and pay for permits, your city will see improvement to permit compliance and payment rates.

Products and solutions that were built for 20th century and merely face-lifted to look like a 21st century solution seldom prove effective to the technically sophisticated citizen communities of our modern times. Our online expertise is one of the many features that set us apart.

I, Pankaj Kumar, Chief Executive Officer, am the legally binding corporate agent for this offer. Daniel Stocking and I are authorized representatives for questions and negotiations for this proposal. We can be reached at 972-831-7404, 105 Decker Court #675, Irving, Texas 75062.

There are no up-front costs for FAMS. We offer a percentage-based pricing structure based on the revenues generated from the program. Full pricing details are outlined in Section 5 of this document.

This proposal is open for 180 days from the date of this letter. After that time, we reserve the right to review our pricing structure.

We thank you for inviting us to participate in this process, and we are available to discuss your questions at any time.

Sincerely,

Pankaj Kumar

Chief Executive Officer

pankajk@pmam-copsourc.com

STATEMENT OF INTEREST

PMAM Corporation wants to be the City of Chula Vista's premier partner for False Alarm Management.

PMAM FAMS (False Alarm Management Solution) addresses the city's need for a 100% fully web-based solution for false alarm reduction, process-driven methodologies for addressing city ordinances, reducing administrative costs, increasing permitting compliance and generating revenues.

FAMS provides cities the ability to utilize public safety resources in a manner that is most responsible to the taxpayer, without compromising citizen safety or reducing service levels.

The FAMS solution is a web-based system with multi-layered security, easy-to-read management information systems (dashboards), invoicing, and billing within a single portal. No additional desktop-based applications or support is required, making administration and maintenance seamless. This means that all authorized city and agency officials have complete, up-to-the-minute visibility on every activity in the system and process.

While some solutions/products may provide partial web-based reports and screens, we have not come across another solution/product in the false alarm managed service industry that provides a fully 100% web-based system.

The implementation of FAMS solution significantly increases the number of permit holders and program revenues. We'd like to partner with Chula Vista to help you cut costs through false alarm reduction, improve efficiency, and increase revenues.

PMAM meets and exceeds the requirements of drafting aid with city ordinances, permitting, billing, online payment, selections, customer service toll-free number, citizen web portal and education, false alarm reduction processes, water billing insert, appeal process, return mail handling, and lock box options as requested in RFP #P08-12/13.

CONFIDENTIALITY AGREEMENT

All the materials contained herein are the exclusive property of PMAM Corporation, and are therefore copyrighted. This material is presented for the purpose of presenting proposed Services and may not be disclosed in any manner to anyone other than the addressee, employees or an authorized representative of the addressed city. No portion of these materials may be reproduced, stored in a retrieval system, or transmitted in any form by any means electronic, mechanical, photocopying, recording, or otherwise without the prior written approval of PMAM Corporation. Any such request should be addressed to the PMAM Corporation Point of Contact as identified in this proposal. PMAM Corporation. All Rights Reserved, 2013.

POINT OF CONTACT

The following PMAM point of contact is authorized to respond to any correspondence regarding this proposal.

Name:	Mr. Pankaj Kumar
Title:	Chief Executive Officer, PMAM Corporation
Address:	105 Decker Court, Suite #675 Irving, Texas 75062
Phone:	972-831-7401
Fax:	972-573-1845
Email:	pankajK@pmam.com

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1 EXECUTIVE SUMMARY

The City of Chula Vista faces the challenge of reducing the amount of costly false alarms while administering an enforcement program to serve over 250,000 people. Limited city resources, as well as budget shortfalls further hinder the city's ability to implement an effective response. PMAM understands that the City of Chula Vista's Police Department will require a cost-efficient strategy that employs superior service and a proven software solution as FAMS to meet this challenge.

1.1 THE PMAM PHILOSOPHY

At PMAM, we have three primary objectives that we measure our high quality standards against. These are to:

- Significantly reduce the number of false alarms in our partner cities
- Use the most advanced technology and processes to increase compliance and maximize revenue for the city
- Achieve the first two objectives while providing a positive experience for citizens.

PMAM's singular focus on the managed services model has yielded consistent, proven results for our partner cities for over thirteen years. Our philosophy is to consistently improve our processes.

Tracking, reporting, billing and collections are just the baseline of a true solution. While cities have deployed these basic activities internally, often with third-party software, they frequently find it is not enough.

As you evaluate each proposal response, including ours, we ask you to consider: **what is the true goal of each solution?**

- Is it to provide the baseline of tracking, reporting, billing, and collections?
- Is the solution focused on reducing false alarms and maximizing compliance and the associated revenue to the city?
- How will the solution or service impact the cost and revenue due the city?

1.2 PMAM KEEPS POLICE AGENCIES TOP OF MIND

PMAM is a company dedicated to assisting police agencies. Recently, we received a Request for Proposal from the City of La Mesa, whose total annual revenue from their alarm ordinance was around \$8,000. We approached this project as we would for any RFP and responded with our full false alarm management service offering and an attractive pricing model—knowing that it would take a long time to recoup our investment with the city.

PMAM was the only false alarm management company that responded to their RFP. We have won their bid, and we consider it an honor to work with the fine City of La Mesa and provided excellent service to their citizens. We take these actions in good faith that we are supporting the backbone of society—police agencies that serve their citizens with improved government efficiencies.

1.3 COMPREHENSIVE, MEASUREABLE DESIGN TO SHOW RESULTS

PMAM recognized from the beginning that for real results, the entire suite of technology and services had to be designed as a comprehensive, measurable solution. We employ three primary objectives as the guiding principle of our design: alarm reduction, increased revenue, and quality of service to both the city as well as the city's residents.

PMAM seeks to do more than manage, bill, and collect permit fees and fines for the City of Chula Vista. We want to be a true partner with Chula Vista to significantly reduce the city's costs by reducing false alarms while maintaining the lowest possible administrative cost.

1.4 PMAM TECHNOLOGY AND EXPERTISE

PMAM believes that it has the most cities under contract for **managed false alarm services**. We cumulatively serve the largest number of citizens under managed services in the U.S. We have the largest single city under managed services i.e., Houston, fourth largest city in U.S., and we have made huge investments in the number of people, software design, and infrastructure.

PMAM's software delivery processes are CMMI Level 3 certified from the Software Engineering Institute at Carnegie Mellon University, the most prestigious certification worldwide for software development processes. PMAM is also a Microsoft Gold Certified Partner, which further contributes to our ability to exceed functional and technical requirements while delivering the project on time and within budget.

PMAM is a recipient of Microsoft's "Sequel 2005 Front Runner Status," a recognition granted to only 185 companies worldwide. This designation demonstrates PMAM's ability to quickly study, build and deploy applications using the secure MS SQL Server 2005 and documents our ability to satisfy technical requirements for the City of Chula Vista false alarm management.

All of our citizen portals and web portal for the city officials to access are secured by 132-bit SSL certifications, as we value the safety of our partner city's information.

1.5 100% CLOUD-BASED SYSTEM

As stated in Section II of RFP #P08-12/13, PMAM's proposed solution is a cloud-based solution as preferred by the City of Chula Vista. FAMS will enable the city officials and the citizens alike to provide the needed services and reports on a 24/7 basis. A positive experience is ensured for the city officials and the citizens. With our customized web portals for citizens, alarm companies, and city officials, all of the stakeholders are engaged with the overall goal of false alarm reduction and maximizing the revenue due to the city.

Encouraged Cloud-based Adoption for All Systems

PMAM proposes that all of its solutions, modules, interfaces, and other systems that integrate with PMAM's FAMS are 100% cloud-based. This approach has helped all partner client cities of PMAM and provides a great benefit as the city officials are able to access FAMS on an as-needed basis and they do not have to request information to the PMAM analyst for every request.

PMAM wants to ensure the city is confident that its FAMS system is capable and scalable to manage Chula Vista's volume of registration and data requirements. PMAM's technical team has established a

1.3 COMPREHENSIVE, MEASUREABLE DESIGN TO SHOW RESULTS

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All of our citizen portals and web portal for the city officials to access are secured by 132-bit SSL certifications, as we value the safety of our partner city's information.

1.5 100% CLOUD-BASED SYSTEM

As stated in Section II of RFP #PO8-12/13, PMAM's proposed solution is a cloud-based solution as preferred by the City of Chula Vista. FAMS will enable the city officials and the citizens alike to provide the needed services and reports on a 24/7 basis. A positive experience is ensured for the city officials and the citizens. With our customized web portals for citizens, alarm companies, and city officials, all of the stakeholders are engaged with the overall goal of false alarm reduction and maximizing the revenue due to the city.

Encouraged Cloud-based Adoption for All Systems

PMAM proposes that all of its solutions, modules, interfaces, and other systems that integrate with PMAM's FAMS are 100% cloud-based. This approach has helped all partner client cities of PMAM and provides a great benefit as the city officials are able to access FAMS on an as-needed basis and they do not have to request information to the PMAM analyst for every request.

PMAM wants to ensure the city is confident that its FAMS system is capable and scalable to manage Chula Vista's volume of registration and data requirements. PMAM's technical team has established a

regression-testing environment that can easily accommodate the City of Chula Vista's data size. Additionally, FAMS will work with your existing CAD system, with no need for outside integration.

We applaud the City of Chula Vista for having a long-standing ordinance since 1982. As stated in Section I of the RFP, we understand that high alarm violators are an issue for you and that part of your ordinance has not been enforced. Rest assured, FAMS has features built in for assigning non-response, and our partner cities such as Houston and Denver, have used this feature as part of their no-permit or non-response ordinance mandate. If you wish to draft changes to the existing ordinance, we have an expert on staff, Dan Stocking, who will assist you, at no additional charge to the city.

1.6 STATE OF THE ART CALL CENTERS

Call Center Protection Against Disaster

PMAM will perform the alarm administration services from our Dallas, Texas office location. PMAM provides three distinct processing and call center services sites. While the chances of a physical disaster (weather, fire, etc.) are remote, PMAM maintains a complete mirror image and backup of the processes, equipment, and necessary personnel to support our partner cities in three locations (Dallas, Texas; Houston, Texas; and Colorado Springs, Colorado). Should one site be incapacitated, PMAM can restore service to Chula Vista within hours at an alternate site.

PMAM excels in all of the Selection Criteria outlined in the RFP #P08-12/13, including the entirety of Section II, Scope of Work Requirements.

PMAM considers itself to be well qualified for the selection criteria. PMAM is offering a price that will be beneficial for the city. At the same time, this pricing structure will motivate us to work tirelessly to increase the revenue through delivering higher compliance and decrease the number of false alarm calls and their associated expense.

PMAM maintains a local office in Dallas, which is fully staffed. Our staff members are well trained and go through a rigorous hiring and training process, which includes drug and background tests. Our well-trained staff has been the cornerstone of PMAM, earning accolades from partner cities since 2002.

PMAM is totally unique in that it provides an unmatched citizen experience in each of our cities' custom citizen portals. Immediately upon logging in to the city website, the citizen is guided through the false alarm payment process with a video guide. Citizen portals and videos are available in both English and Spanish.

In minutes, the citizen can learn how to conduct any business that they choose including: applying for permits, paying bills, changing their contact details, checking for outstanding bills, alarm user training, and finding the past history of alarms at their location.

PMAM is committed to making the City of Chula Vista a top-tier account, with sponsorship at the CEO level. PMAM is proposing a highly competitive pricing model for the City of Chula Vista, based on a generated revenue percentage.

Hardware and Security	Advantages
<p>PMAM servers are hosted through Rackspace, the number one hosting provider in the United States. Two parallel servers host FAMS.</p> <p>PMAM will deploy fault tolerant load balanced mirrored servers that virtually guarantee that the application will be “always available” to all users at all times. PMAM partner cities have not experienced a single instance of application downtime since FAMS has been hosted starting in 2003.</p>	<ul style="list-style-type: none"> • <i>Since the beginning, no server failures</i> • <i>Always available solution</i> • <i>132-bit SSL encryption</i> • <i>Fault-tolerant</i> • <i>Firewall protection further enhances the security</i> • <i>Fail-safe against power failures which can happen if servers are located at office premises</i>

1.8 IMPLEMENTATION

PMAM has designated Daniel Stocking to serve as the main point of contact for the City of Chula Vista, and shall participate during the steering committee meetings as laid out in the implementation plan. In addition, he will be present during the kick-off meetings as well as during the final rollout. In the interim, Daniel Stocking will be present at the City of Chula Vista when required, with prior notice.

PMAM is proposing as a prime vendor and offers the FAMS solution to the city on a complete turnkey basis including all personnel and software as requested in the RFP #PO8-12/13 in Section II.

All the prices included in the Pricing Section within this document are final and constitute the turnkey solution. PMAM recognizes Chula Vista's status as a premier client and will not charge implementation

or setup fees to initiate this project. All of PMAM sites that are responsible for providing services to the City of Chula Vista shall be available for site inspection to the city officials with proper prior notice.

1.9 PMAM COMPANY INFORMATION

Incorporated in 1999, PMAM Corporation is a global information services company with world headquarters in Dallas, Texas and project management and development offices throughout the United States. PMAM provides customized software solutions for false alarm, project, sales, and human resource management to private and public sector clients worldwide.

In 2003, PMAM created its False Alarm Management Solution (FAMS) to effectively manage and reduce the cost of commercial and residential false alarms to municipalities and other public entities.

In addition to FAMS, PMAM has launched a series of SaaS (Software as a Service) enabled hosted and managed enterprise products that include PMAM CRM (Customer Relationship Management), PMAM HCM (Human Capital Management), and PMAM Smart Select Recruitment and Staffing solution.

PMAM employs an experienced management and development team with an outstanding record for solutions in customized software development. We practice disciplined, well-defined, and effectively monitored software development processes for delivering quality software that meets cost and delivery schedule commitments.

1.10 ABILITY TO MEET FUNCTIONAL AND TECHNICAL REQUIREMENTS

FAMS not only addresses the need for a fully web-based solution, it also delivers process-driven methodologies for addressing city ordinances, reducing administrative costs, increasing permitting compliance and generating revenues. FAMS provides cities the ability to utilize public safety resources in a manner that is most responsible to the taxpayer, without compromising citizen safety or reducing service levels.

FAMS provides a 100% web-based system with multi-layered security, easy to read management information systems (dashboards), invoicing, and billing from a single portal. Our superior technology increases accuracy, ease of management, and reduces administrative costs for our clients. Available anytime, anywhere; FAMS requires no additional desktop-based applications or support, making administration and maintenance seamless. This means that all authorized city and agency officials have total up-to-the-minute visibility on every activity in the system and process.

FAMS has quickly established itself as the premier management system for False Alarm Management Services by providing exemplary managed services, including billing, invoicing, customer support, education, etc., allowing municipalities to focus on core services, while effectively administering false alarm programs and increasing city revenues.

The implementation of our FAMS solution to manage False Alarm Services routinely elevates the number of permit holders and increases program revenues. This is achieved through providing exceptional services using a full-scale system that seamlessly manages the process for our clients. We provide our clients the ability to confidently delegate the management of their False Alarm Management Services to PMAM based on our demonstrated ability to provide an effortless transition of data and implement a process-driven program management solution that generates immediate cost savings, revenue, accountability, and process efficiencies.

1.10.1 Resources

PMAM utilizes an experienced management and development team, and employees with an outstanding record for solutions in customized software development. We practice disciplined, well-defined, and effectively monitored software development processes for delivering quality software that meets cost and delivery schedule commitments.

1.10.2 Ability to Deliver

PMAM is a recipient of Microsoft's "Sequel 2005 Front Runner Status," recognition granted to only 185 companies worldwide. PMAM also received a similar recognition for Sequel 2008. This designation demonstrates PMAM's ability to quickly study, build and deploy applications using the secure MS SQL Server 2005 and documents our ability to satisfy technical requirements for the City of Chula Vista's False Alarm Management Services. Its greatest significance for Chula Vista, beyond assurance of the quality of our technology, is our ability to respond rapidly to unforeseen requirements for potential modification of the system to meet a partner city's unique needs.

PMAM has received its CMMI Level 3 certification, from the Software Engineering Institute at Carnegie Mellon University, the most prestigious certification worldwide for software development processes. PMAM is also a Microsoft Gold Certified Partner that further contributes to our ability to exceed functional and technical requirements while delivering projects on time and within budget. No other vendor in this market has received this recognition.

1.10.3 Why PMAM?

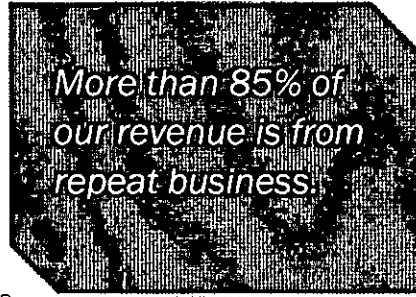
Our solution exceeds project requirements and provides the City of Chula Vista a full-service managed solution using a single point of access. Our ability to scale the system to meet the needs of the City of Chula Vista is documented and our client references and past performance further support our ability to deliver the project.

2 EXPERIENCE & QUALIFICATIONS

2.1 GENERAL INFORMATION

Over the last 13 years, PMAM has emerged as a significant player in the global IT services market maintaining a loyal customer base with clients in a continuous relationship for multiple years. The reliability of PMAM's services results in long-term relationships. More than 85% of our revenue is generated from repeat business.

PMAM has successfully served many clients in the past, spanning a wide array of industries such as Insurance, Manufacturing, Public Sector, Hospitality, Healthcare, Travel, Transportation, and Logistics. PMAM has specialized capabilities in delivering horizontal functional systems like Sales and Marketing, Operational Analysis, Human Capital and Resource Management, and Web Enabled Eco System and Inventory Management.



PMAM is a recipient of Microsoft's "Sequel 2005 and 2008" awards and "Windows Server 2008 front runner status". This designation demonstrates PMAM's ability to quickly study, build, and deploy applications using the secure MS SQL server 2008.

PMAM has earned Microsoft Gold Certified Partner status, a designation that requires the highest level of competence and expertise with Microsoft technologies, which provides the closest working relationship with Microsoft product managers and engineers. We are one of a select group of companies that have earned status as a Microsoft Independent System Vendor (ISV). PMAM was selected for our successful implementation of innovative solutions that work in tandem with Microsoft technology.

In addition to Microsoft technologies, we have competencies in Java and J2EE; IBM AS 400; Oracle; Informix; Unix/Sun Solaris; and Linux.

Our software development methodology and processes have been assessed and audited, and were confirmed to meet the Software Engineering Institute's requirements for certification as CMMI Level 3.

Our quality is the result of our impeccable software development processes that include:

- Scientific hiring processes significantly above industry standards, using our proprietary Skills Assessment System
- Best practices used in code documentation—no "spaghetti" code—this enhances the reusability of code when modifications are needed
- Teams geared to write applications using client's preferred methodologies from Waterfall to Rational Rose—thus creating robust applications
- Regressive testing methodologies
- Quantified metrics used to measure the time spent on code development versus time spent on bug fixing
- Extended hours support during the system deployment stage

PMAM's technical expertise benefits Chula Vista by providing the necessary skills to rapidly transition Chula Vista to the new system, complete data conversions, testing, and the CAD interface

implementation. Our core competencies in software development and accurate system deployment set us apart in the marketplace.

PMAM is a corporation, incorporated in the state of Texas.

2.2 PROJECT PERSONNEL, ROLES AND RESPONSIBILITIES

Our proposed team for the City of Chula Vista’s FAMS implementation and ongoing project management is outlined below.

<p>Project Sponsor</p>	<p>The project sponsor ensures all roles and responsibilities to align ownership and commitment throughout the entire alarm administration service process. The sponsor also directs the project steering committee, resolves issues and constraints preventing operational objectives, and makes resources available to support the project.</p>
<p>Chula Vista Team Project Manager</p>	<p>The project manager is responsible for implementing the decisions of the steering committee recommendations. The project manager will be responsible for the Customer Service and Billing Center team members and operations.</p> <p>The project manager will coordinate with the City Management Staff to ensure all Alarm Administration Services are being performed to contract specifications. The project manager is directly responsible for ensuring all operations are working as expected. All program issues are resolved under the project manager’s direct supervision.</p>
<p>Supervisor</p>	<p>The office supervisor is directly responsible for the work performance of the various Customer Service Specialist, citizen service, and false alarm reduction specialists. The supervisor will perform quality control activities for all service support staff to ensure customer service is maintained at the highest level.</p>

Accountant	The accountant will be responsible for working with the city accounting and finance departments to ensure all reporting and information requests are responded to in a timely fashion.
Alarm Matching Specialist	This specialist is responsible for downloading the false alarm report file and matching them to permit holders for billing.
Collections and Accounts Reconciliation Specialist	This specialist is responsible to match the receipts to the correct permit or alarm fee. The specialist will report results to the Accountant.
False Alarm Reduction Specialist	This specialist works specifically to reduce the number of false alarms by contacting false alarm high offenders and working with the security companies. The specialist also sends out email notifications and initiates auto dialers to notify high offenders on a periodic basis. The specialist also works with citizens to provide multimedia CDs to repeat offenders.
Citizen Service Specialist	Customer Service Specialists are responsible for answering all incoming calls and providing resolutions. Citizen queries include permitting, billing, ordinance, revocations, hearing and appeals, and special assistance with online application processing. Citizen service staff also performs outgoing calls to follow up on outstanding payments.
Document Specialist	This specialist will coordinate citizen collateral with city staff. The document specialist will develop key messaging with the city and incorporate this into the existing FAMS module. This includes gaining content approval for all mailings, email and voicemail communications, and marketing campaign materials.

2.2.1 PROPOSED STAFF RESUMES

PMAM has assembled a seasoned team from law enforcement and technology sectors. Together, our team has conducted numerous engagements with police agencies, from helping to draft effective ordinances to implementing FAMS throughout the United States. The following section contains the resumes of the key personnel proposed for this effort.

Pankaj Kumar

Founder & Chief Executive Officer

It takes a visionary mind to lead a team of the nation's top IT professionals to develop a Software as a Service (SaaS) solution that not only solves important problems, but that generates true value for municipalities, law enforcement agencies, and entire communities. When that system can be delivered at no cost to the customer, it's easy to see why the PMAM False Alarm Management System is the leading system neutral solution for organizations throughout North America.

Pankaj Kumar is the Founder and CEO of PMAM, who has been developing innovative ways to use technology to tackle difficult business problems for more than 20 years. His ability to analyze complex problems and map out comprehensive solutions that combine technology and information management has put him in the presence of industry and government leaders worldwide.

Mr. Kumar has experience as a programmer, developer and businessman, working for government departments in both India and Thailand. He is an international leader in the field of Enterprise Resource Planning and was instrumental in working with some of the world's largest consulting firms on software development and massive critical applications initiatives, including Y2K.

As worldwide CEO of Birla Consultancy and Software Service, Mr. Kumar was responsible for all projects in North America, Europe and Asia. His work with the world's top consulting firms, including the Mackenzie Group, KPMG, Booz Allen Hamilton, and Price Waterhouse Coopers, involved him in massive international ERP and IT projects. Under his leadership Birla (now PSI Data Systems) grew more than 300 percent.

Just prior to launching the development of PMAM in Irving, Texas, Mr. Kumar was the IT advisor to the Chief Minister of Madhya Pradesh in India, where he was responsible for developing the strategy for that government's entire IT infrastructure and Network. In that position he facilitated interaction between the Chief Minister and Bill Gates.

As CEO of PMAM since 1999, Mr. Kumar continues to set the vision for developing PMAM as a company that provides accessible SaaS solutions in the vertical markets of City Government, Healthcare and Insurance. The company continues to grow through his leadership, as well as successful technology development and acquisition.

Daniel D. Stocking

Government Relations Manager

Daniel D. Stocking has been consulting with police departments and government organizations on security and related issues for more than ten years. He retired from the Littleton (Colorado) Police Department after serving that city for 31 years in several capacities, including seven years on patrol.

As a Prevention and Public Information Officer, Officer Stocking was involved in coordinating many initiatives that involved crime prevention, ordinance compliance, and community involvement. He coordinated the Police/Citizen Academy and citizen volunteers. He also served as a spokesperson for the Littleton Police Department.

For PMAM, Mr. Stocking has been directly responsible for false alarm management solutions being implemented in dozens of cities and counties across the United States. His knowledge of law enforcement procedures and his ability to guide ordinance development and compliance programs has proven invaluable to agencies and communities of all sizes.

Mr. Stocking is responsible for training with departments at the local level. As both a college instructor and Police Academy Instructor, he has the unique combination of skills for training law enforcement agency personnel. He is an expert on enhanced call verification and burglar alarm verification procedures, and his experience coordinating police/citizen programs helps with communicating ordinance and false alarm prevention information to communities. Mr. Stocking assists agencies in their communications with community organizations, alarm companies and the media.

Before joining PMAM in 2005, Mr. Stocking was a consultant working with the Colorado Burglar and Fire Alarm Association, the Department of Defense, law enforcement agencies and public water districts. He is based in Denver and manages Government Relations for PMAM, dealing with cities, counties, and law enforcement agencies throughout the United States.

Throughout the years, Officer Stocking was the recipient of numerous awards and honors, and he has conducted many seminars, workshops and training sessions. He received his Bachelor of Science degree in Criminal Justice from Metropolitan State University in Denver. He spends his free time as a volunteer with the Colorado Police Veteran's Memorial and other charities.

Harvey Lee

Information and Technology Manager

With more than 15 years of strategic information technology development experience working with government entities, Harvey Lee is the person everyone wants on their team. When you add in 20 years of systems programming and project development with a leading pioneer in both hardware and software, Harvey brings a vast knowledge to his work supporting cities, counties, and law enforcement agencies.

As the Information and Technology Manager for PMAM, Harvey is based in our Colorado Springs office where he has spent the last seven years ensuring the highest level of integrity for false alarm management systems. Harvey's knowledge of software and systems and his ability to work with people on both the technical and non-technical sides of the table, contributes tremendously to the quality focus of PMAM.

As one of the architects of the information management infrastructure that ensures the success of the FAMS SaaS model, Harvey is responsible for the quality of project implementations. His Six Sigma and TQM expertise contribute to the high level of customer service our clients' demand of us.

With a background in both hardware and software, and degrees in Physics and Math from the New Mexico Institute of Mining and Technology, Harvey is a leader who assembles the best teams for the job at hand. Working with hundreds of clients across the nation, his ability to analyze, manage and implement have become a key benefit for clients of PMAM.

Nandkumar Lad

Manager – National Technical Operations

Companies don't remain on the leading edge if their products are behind the times, and Nandkumar Lad is a major reason why PMAM's product and service offerings continue to be setting the standard for innovative SaaS technology. Nandkumar and his teams have built software to serve markets including Government, Law Enforcement, Banking, Human Resources, Hotel Management, and Merchandising.

Over the last 15 years, Nandkumar has worked in the field of software development and project management. His expertise in system architecture comes both from his extensive experience working with dozens of programming languages, and his formal education and training. He received his Master of Science degree in Information Technology from Kuvempu University in India. He has continued his education through the years and is an expert in building web-based applications.

As the Manager of National Technical Operations for PMAM, Nandkumar takes ideas to the reality stage, setting up teams, developing schedules, and developing program specifications in conjunction with other team members, consultants, and PMAM clients. PMAM works with its customers to enhance service levels and features, and Nandkumar is responsible for creating detailed project plans and managing those technology projects to ensure the delivery of customer requested and strategic service enhancements.

Before joining the PMAM team in 2004, Nandkumar worked for InfoSoft Software Services as a Software Programmer and Project Leader. He also was employed by ShawMan Software Enterprises as a Software Programmer and Team Leader. He has built software for records management, computer aided dispatch systems, web-based portals, order processing systems, HR systems, including payroll, training, and performance appraisal systems, and many other projects.

At PMAM, Nandkumar enjoys being a part of a team that has the flexibility to develop new products for new markets. PMAM is fortunate to have the expertise of Nandkumar, who can take software development challenges and deliver quality products.

Reyna Salgado

Alarm Administrator, Public Safety Operations

PMAM's success is largely due to our excellence Customer Service provided by our Service Centers. Reyna Salgado exemplifies excellence in Customer Service and satisfaction. She has 10 years of years of Customer Service and office supervisory experience. Ms. Salgado also provides bilingual support in Spanish.

In her service in Public Safety Operations for PMAM, she is the Coordinator for the day-to-day operational activities of FAMS Alarm Administrator staff. In this role, she assigns daily duties and validates staff performance for customer service and productivity. She sets priorities, assigns tasks, develops and mentors employees, and resolves employee concerns. Reyna uses the same standards of excellence she sets for herself when recruiting and interviewing new employees.

Ms. Salgado's additional duties in her role for PMAM include conducting performance appraisals, creating the budget, scheduling, determining employee discipline and compensation.

Ms. Salgado has also served as a Customer Service Representative and effectively managed high volume call and citizen account load while receiving high productivity index scores. In this role she developed methods for improved workflow resulting in increased productivity. She assigned and quickly resolved level 2 escalated account inquiry cases, which required gathering and organizing copious amounts of complex information. Throughout her service she has always assured that policies and customer service procedures are followed.

Prior to working at PMAM, Ms. Salgado served as an Administrative Assistant for Carlton Staffing from 2006-2007, where she was responsible for answering numerous phone lines, scheduling appointments, provided training, conducting reference checks, interviewing applicants, processing invoices, and scheduling travel.

Ms. Salgado worked as an Assistant Manager for the Suncase Corporation from 2004-2006. In this role she leased apartments, processed leases, performed customer care for residents, handled resident disputes, verified employment, work and rental history, handled evictions and collections for delinquent residents.

Ms. Salgado served as Patient Care Coordinator/Office Manager for South Texas Dental from 2000-2004. In this role, she administered insurance verification, coordinated treatment planning, pre-determinations, billing, filing, posting CDT codes, as well as answering multi-line phones and scheduling appointments for multiple doctors.

From 1998-2000, Ms. Salgado served as a Post-Closing Specialist for FT Mortgage Companies. In this role she prepared file images coming from various branches, provided quality control/indexing, data entry, audited files of investment property.

Ms. Salgado is fluent in Spanish and English. She is skilled in Microsoft Word and Excel.

2.2.2 FINANCIAL STRENGTH

A statement from PMAM's bank, Bank of America, has been added as Appendix C.

2.2.3 COMPARABLE WORK – FAMS SUCCESS STORIES

PMAM currently provides turnkey False Alarm Management Solutions to major cities throughout the United States. For the purposes of this response, PMAM has included past performance information on deployments in Pierce County, Oakland, and Houston as examples of large and smaller scale projects that are comparable in complexity and scope of work sought by the City of Chula Vista.

2.2.3.1 FAMS CUSTOMER SUCCESS – PIERCE COUNTY, WA

Pierce County, WA, is a PMAM success story for the model ordinance. Five full years after implementing the security industry's laundry list of provisions to improve alarm management practices led to long-term sustained reductions of unnecessary unwanted alarms. It is one more piece of evidence a thoughtful ordinance, implemented AND enforced, shows strong positive results for the local community.



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The following statistics are provided by the county statistics compare the year 2007 to 2012; 2007 was year before the ordinance was implemented):

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the

- Billable Burglary alarm calls – Reduction of 88.3%
- Billable Robbery/Panic alarm calls – Reduction of 29.2%
- Total Billable alarm calls – Reduction of 82.4%
- Canceled Burglary alarm calls – Reduction of 85.6%
- Canceled Robbery/Panic alarm calls – Increase of 37.0%
- Total Canceled alarm calls (all types) – Reduction of 78.0%
- Total of all alarm calls – (no matter what type) – Reduction of 54.2%

These five years of proof provide powerful evidence that supports what we've long-advocated: an effective ordinance that includes the proven best practices in the North America.

Many other factors contributed to the success of the last 5 years:

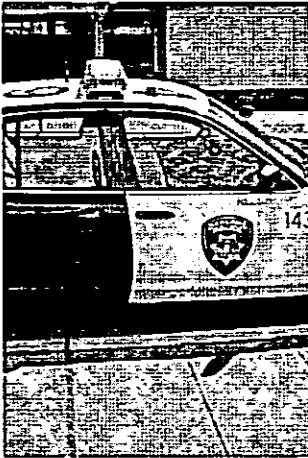
The expertise and help of a contracted business with many employees specializing in supporting the administration of an alarm ordinance; specialized software provided by the contracted business, along with access to three web sites for alarm users, alarm companies, and Alarm Program officials; help from LESA (Law Enforcement Support Agency – Tacoma/Pierce County's 911 center) Dispatch which agreed to be the "gatekeeper" when alarm companies call by asking questions and not dispatching if the ordinance requirements have not been met; the development of working relationships with alarm companies; the leadership and education provided by the Alarm Coordinator; and the support of Sheriff's Department Supervisors.

The list of contributing factors to the success of this program tells us several big things: work together

towards solutions, communicate and ask questions when you meet with local officials to find out which practices work best for them, be flexible in terms of implementation, and enforce the law.

2.2.3.2 FAMS CUSTOMER SUCCESS - OAKLAND, CA

The City of Oakland, CA, had requirements that were similar in scope and complexity to the City of Chula Vista. In 2008, the City of Oakland awarded the Oakland False Alarm Reduction Program Administration contract to PMAM. The City of Oakland, CA has a population of over 400,000. The City of Oakland False Alarm Reduction Program Administration contract consists of false alarm management, billing, compliance, resolution, reconciliation, skip tracing, training, and customer service reporting. Here are their numbers comparing FY 2010 to FY 2013.



FY 2010 Number of Alarm Calls - 24,000

FY 2013 Number of Alarm Calls - 15,200

FY 2010 Number of Permits - 13,000

FY 2013 Number of Permits - 34,000

Implementation began in 2008 and was renewed in January 2013. The project team consists of Pankaj Kumar as Project Sponsor, Harvey Lee as Information and Technology Manager, Nandkumar Lad as National Technology Manager, and David Kunkle, Ralph Mendoza, and Eric Fritch

as Consultants.

PMAM completed the full length of the contract and through the bidding process, has again been selected beginning in January 2013 to serve the City of Oakland for the next five years.

2.2.3.3 FAMS CUSTOMER SUCCESS - HOUSTON, TX

The City of Houston, Texas, is the fourth largest city in the United States, with a population of over 2 million.



In June of 2010, the City of Houston awarded the Burglar Alarm Administration Services contract to PMAM over the incumbent provider, EDS. The City of Houston Burglar Alarm Administration Services contract serves a city population of over 2 million and consists of alarm ordinance enforcement, including billing, collection, appeal process, reconciliation, skip tracing, and liaison with the alarm industry. It provides over in excess of 10 million dollars per year in revenue. During the lifetime of the project, PMAM will likely handle total revenue of 50 million dollars for the City of Houston. PMAM partnered with Access Data Supply, Inc. (ADS), who was working with Houston's Police CAD and RMS system. ADS also worked extensively during the City's first and second SAP implementation phases. The partnering relationship insured the smooth transition and rapid implementation of the FAMS application

Implementation began in June 2010 and the system was fully operational within the City expected time frame.

2.3 REFERENCES

The following FAMS clients can be contacted to share their experiences with PMAM and FAMS.

Address: 455 7th Street, Oakland, CA 94607
Phone: 510-238-3012
Phone: (510) 238-4767

Address: 4000 Justice Way, Castle Rock, CO 80109
Phone: (303) 814-7089

Address: 1200 Travis Street, Houston, TX 77002
Phone: (713) 884-3131

Address: 444 N Citrus Ave. Covina, CA 91723
Phone: (626) 384-5602

Address: 8085 University Ave. La Mesa, CA 91942
Phone: (619) 667-7530

Address: 140 North Greenville Ave., Richardson, TX 75081
Phone: (972) 744-4886

Address: 930 Tacoma Ave S., Tacoma, WA 75062
Phone: (253) 798-4243

3.4 PERMITTING

The FAMS Document specialist will review the existing permit registration form and work with the Chula Vista city officials to finalize the permit registration form so that it meets with all the requirements of the city ordinance.

PMAM has studied the permitting requirements as laid out in Section II of the RFP #PO8-12/13. PMAM has verified all these requirements currently reside with its FAMS software and current reporting capabilities.

Permit registration can be applied online, paper applications can be requested from FAMS staff by calling or citizens can download the application from the citizen's website.

3.5 NEW PERMITS

The FAMS program processes new registration applications for both residential and commercial alarm users. Citizens and businesses can apply online for permit registration (as requested in Section II of the RFP #PO8-12/13) or can use traditional paper applications.

FAMS customer service staff is always available during regular business hours to handle any questions and provide assistance to Chula Vista's citizens/businesses. Messages left after hours are returned the next business day. Our Customer Service Specialists are trained to provide step-by-step guidance for the completion of the application process. This service will be available in English and Spanish.

PMAM is totally unique in that it provides an unmatched citizen experience in each of our cities' custom citizen portals. Immediately upon logging on to the citizen website portal, the citizen is guided through the permit application with a video demonstration. In just a few minutes, the citizen can learn how to apply, pay for, get an alarm permit or pay fees. PMAM has invested a great deal of time, money and effort in maturing these sophisticated processes. Our partner cities constantly express the positive feedback they receive from their citizens and staff. For your review, here is Houston's website in English and Spanish:

<https://www.houstonburglaralarmpermits.org/Demo/Citizen/Apply%20New%20Permits/Apply%20New%20Permits.htm>

3.6 EFFECTIVE ORDINANCE COMPLIANCE

As for the requirements explained in Section I of the RFP, we understand that high alarm violators are an issue for you. FAMS has features built in for assigning non-response, and many other large cities, like Houston and Denver, have used this feature as part of their no-permit or non-response ordinance mandate.

PMAM partner cities depend upon the reliable secured information from FAMS to help them enforce their alarm ordinance to its fullest capacity. Our resident expert, Dan Stocking has helped craft over 40+ ordinances. Recently, Dan assisted in drafting changes to the ordinance for the City of Covina,

and received an accolade from the alarm industry. Dan will be available to assist the city in implementing Chula Vista's revised alarm ordinance..

For ordinance compliance, FAMS processes are capable of identifying residents/businesses that are non-compliant with the city alarm ordinances, and our team will take action. PMAM will send alarm registration applications to these non-compliant residents and businesses and provide them the choice of applying online or by sending the completed application.

All such non-compliant alarm locations will receive two reminder notices and a minimum of two phone calls until permit compliance is achieved. Our experience has shown that over 90% of people become compliant as a result of this effort.

3.7 PERMIT RENEWAL

The USPS estimates that 18 – 20% of people change addresses each year. Renewal processing is integrated with PMAM Pitney Bowes mailing technology to ensure efficient and accurate delivery of renewal invoices. This process is detailed within the Section 2.25 entitled "BILLING AND REMITTANCE REQUIREMENTS" on page 39, within this document.

The Customer Service Specialist calls to confirm address changes are correct before issuing renewals. To the best of our knowledge, PMAM is the only company that has this process of precision accurate billing and salvaging previously wasted postage. This will save Chula Vista significant dollars during the term of the contract.

FAMS business rules-based, automatic billing process generates invoices and takes care of the permit renewal process. PMAM has several reports that are executed by the Customer Service Specialist to ensure all permit renewal notifications have been processed. As requested in Section II of the RFP #PO8-12/13, FAMS has detailed and concise processes to generate letters and invoices to residences and businesses. FAMS permitting processes to satisfy this requirement include:

- Permits requiring renewal in the upcoming month are automatically generated and a permit renewal invoices is sent.
- FAMS utilizes business-rule driven processes to issue ordinance notices and permit applications to all alarm holders that have false alarm incidents that are not matched to permits in the FAMS system.
- FAMS automatically generates first follow-up and second follow-up letters to non-compliant alarm holders, if they do not complete permit applications.
- If residents and businesses do not complete alarm permits after mail correspondences, FAMS automatically generates a report for Customer Service Specialists to directly call alarm holders to gain ordinance compliance.
- FAMS non-compliance reporting determines which alarm holders create frequent false alarms. PMAM will work with the City's Police Department to establish program processes to work with these residents and businesses to complete alarm permitting and reduce false alarms.

PMAM can efficiently and effectively process high volumes of mail. PMAM utilizes Pitney Bowes process verification mailing technology to process high volume mailings and our system is capable of handling up to 2,000 pieces of mail per hour.

3.7.1 CONTINUALLY UPDATED PERMITTING RENEWAL PAYMENT INFORMATION

FAMS business rules-based permit renewal program generates permit renewal invoices thirty (30) days prior to an expiration date. On each invoice there is a section where permit holders can provide new contact and address details. If any contact information is changed on the return reply, our Customer Service Specialists will update the change in the FAMS database. PMAM has a dedicated process for all of our Customer Service Representatives to keep the contact information current for all permit users.

3.7.2 ADDITIONAL PERMITTING PROCESSES

PMAM has outlined several key permitting processes within this section. There are additional processes within PMAM's Billing, Security Company, Citizen Web Portal, and Customer Service programs that will also enhance permitting compliance. PMAM's permitting goal will be to greatly increase alarm permit compliance and in turn, significantly increase city revenue from the permitting process. We have repeatedly increased city permitting revenue between 100 – 300% for other cities.

3.8 BILLING FOR FALSE ALARM FEES

FAMS business rules-based, false alarm billing process will fully compatible to the City of Chula Vista's alarm ordinance. Based on this rule-based solution, FAMS calculates the billing criterion and all associated fees including false alarms that are billable, the rate at which each alarm is billable and the total fee for each location. The system-produced invoices provide historic details and fees so the recipient of the invoice is aware of city ordinance requirements and if they are in compliance.

FAMS will utilize Chula Vista's ordinance business rules to accomplish the requirements specified in Section I to recognize non-billable false alarm instances. These rules will be effortlessly incorporated into the system. Additionally, FAMS can track organizations that have filed for Chapter 11 status. Business rules within FAMS will prevent billing these organizations.

- FAMS also automatically generates permit renewal invoice applications 30 days prior to its expiration date.
- All Invoices are printed on city letterhead with logo and mailed in city logo envelopes. All stationary and mailing expenses are provided by PMAM.
- Several reports provided in FAMS allow the billing specialist to confidently certify that billing has been done correctly and all bills are ready to be printed.

PMAM's objective through using the FAMS billing processes is to achieve nearly 100% accurate billing and maximize collections for the city. FAMS is able to achieve this through its intelligent, business-driven software processes to correctly bill renewal, false alarm fee and non-compliant alarm holders.

PMAM is constantly innovating new processes through our research partnerships and by working with each new partner city to identify unique processes that can further reduce false alarms. Our experience with current partner cities has routinely resulted in extraordinary false alarm reductions and we feel confident the City of Chula Vista will see similar results.

PMAM will achieve significant false alarms reductions by implementing the six processes outlined below.

- Repetitive False Alarm Violators Identification
- Educational CD
- Proprietary Email Engine
- Predictive Phone Dialer Enhanced with PMAM's Technology
- Online False Alarm Academy
- GIS Mapping Module

3.11.1 REPETITIVE FALSE ALARM VIOLATORS IDENTIFICATION

FAMS dashboards and scorecards systematically identify repeat offenders who cause a high number of false alarms. These highly intelligent, analytical reports are then utilized by PMAM to engage high repeat offenders in multiple ways. This encourages repeat offenders to take corrective actions and prevent further false alarms from happening.

3.11.2 EDUCATIONAL CD

PMAM made significant investment in producing a proprietary, multimedia CD that educates citizens and businesses about the possible reasons for false alarms and methods of prevention. The CD educates alarm users about the impact of the false alarms on police resources and how such calls take limited police resources away from true emergencies. This educational CD is available in English and Spanish languages. The CD is a unique service provided by PMAM, at no cost to Chula Vista.

The Right Information

- Multimedia Educational CD
- Automatic Email notices
- Phone messages to high repeat offenders
- Free Online False Alarm Academy

3.11.3 PROPRIETARY EMAIL ENGINE

Per Section II in the RFP #PO8-12/13, FAMS includes an integrated email engine that will send out applicable messages to every permit holder that has had False Alarms in the previous month. The type of email message is intelligently selected by our solution, based upon the total number of false alarms in the last 12 months and the total false alarm calls in the previous month.

Our customer service staff can set the email program frequency specifically for the City of Chula Vista. With this type of communication policy, PMAM is able to reach out to every single false alarm violator, including those that had fewer than the free alarms allowed before they are invoiced. Early engagement with citizens and businesses helps to communicate and enforce the city's alarm ordinance. This proactive outreach effort increases false alarm awareness with the community.

3.14 REPORTING

FAMS has over 100+ reports available to system users and decision makers. The vast majority of the reports have an option to export the results in PDF or Microsoft Excel CSV formats. Several reports can be setup with multiple configurations, date ranges and status of a permit, etc.

FAMS is fully transparent because it is 100% web-based and has built-in, meaningful reports that are reviewed by FAMS staff as well as city administrators, in real-time. FAMS data repositories allow 100% visibility and access to City Staff, as required in Section 2.3 of the RFP #PO8-12/13.

FAMS has 20 specific reports for viewing billing and outstanding aging. Other reports also record the efforts that have been made by Customer Service Specialists in collecting past due invoices. These reports are available in "Business Intelligence Dashboard" formats, Scorecards, "Payment Trend Analysis" as well as base reporting formats. All reports can be run for any period by providing the date range.

City officials desiring any permitting, billing, collections, false alarm reduction details, hearing process, security company and account receivables/aging details are able to get the information within minutes from these established web-based FAMS and configurable reports on the designated 132-bit SSL certified web portal. This information is extremely helpful for budgeting and ongoing oversight of the false alarm program.

PMAM will provide Chula Vista with monthly status reports as required in Section II-2 of RFP #PO8-12/13 which includes: the original placed value of debt, the value of the current debt, money received, charges waived, interest charged, balance due, and date of last payment information. Aging reports are also easily run within the FAMS system upon request.

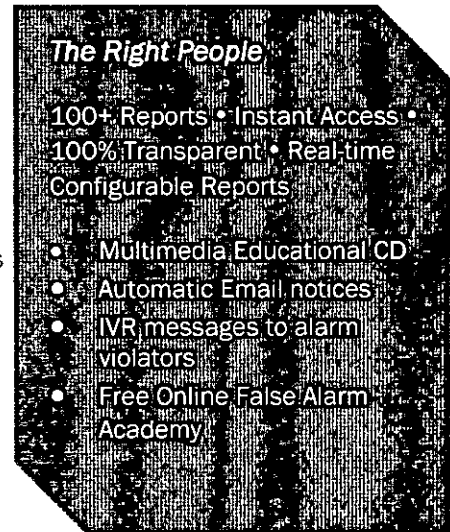
Fiscal reports may also be generated for period to date or fiscal year to date with information for receipts, net accounts receivable, total accounts receivable, and collection percentages. Year-end fiscal reports may be created that include:

- a) Detailed listing of all accounts by type
- b) Detailed listing of all accounts closed in the past year by type
- c) Detail of all activity by account in the past year by type
- d) Summary of all the reports

3.14.1 DASHBOARDS AND ANALYTICS REPORTS

FAMS is the pioneer alarm management solution that provides city decision makers with real-time statistical dashboards and analytic reports. City officials can monitor permit, false alarms, billing and collections information instantly at any time, as requested in Section II of the RFP #PO8-12/13.

Additionally, PMAM had the vision in 2003 to utilize "Drillable Reports". Data points on dashboards and reports incorporate a drill-down technique from the FAMS user interface to access unit level data.



PMAM maintains high standards for each Customer Service Specialist. Our proprietary web-based call center application program monitors all interactions between citizens and our Customer Service Specialist. The Call Log records each call made or received by our Customer Service Specialists. This includes the telephone number, the duration of the call along with the date and time the calls were made.

PMAM has a state of the art phone predictive dialer that is capable of handling voice and data seamlessly. This feature helps create a positive experience for the callers, and also educates callers on alarm reduction efforts while they are on hold.

PMAM works with a single goal of "Single call resolution" to be 90%+.

Having a same day call back policy in place for any voice messages ensures a high level of customer service is achieved.

Customer service metrics are available to supervisors in real-time. Call Center supervisors are able to listen into live service calls and provide meaningful inputs if required, to ensure the customer service team is providing superior customer service. Our supervisors spend considerable time monitoring conversations to confirm quality citizen service is being provided. Supervisors are mandated to undertake Call Quality Audits on a regular basis, and document the quality in a predefined questionnaire. These audits are reviewed and become the basis for conducting coaching and training sessions to continually improve each Customer Service Specialist's performance.

The City of Chula Vista will not only benefit from our cloud-based solution, but also from happy and satisfied citizens who call our customer service representatives. PMAM utilizes call center best practices in order to have the majority of calls resolved during the first interaction.

All calls are recorded and available for later review. In the rare case of a customer complaint, PMAM is able to review the call recording for full knowledge of the interaction, and take any necessary action to resolve the issue. This practice has been very helpful for the partner cities and PMAM to mutually look at any feedback provided by the citizen about the false alarm reduction program.

PMAM's current Customer Call Centers have produced substantial and measurable results for the cities they serve and provide exceptional customer service. For example, the Customer Call Center is capable of handling approximately 3500 calls per day. Customer Service Representatives can view the customer's actual bill in real-time with the customer and can access and resolve payment and billing issues, non-billable false alarms, and relevant customer information.

The Revenue Enhancement Program ensures that the Service Center identifies high value account collections in their outbound calls for collections. The predictive dialer calls for high outstanding false alarms charges and Customer Service Representatives contact customers with follow up reminders for customers whose accounts include an agreed to pay notation on a specific date. These policies as part of the overall FAMS solution produce measurable results.

The City of Houston received a \$3.8 million dollar increase in revenue collected from false alarms within the first two years of adopting the FAMS solution. According to the Alfred Moran, Director of Administration and Regulatory Affairs Department for the City of Houston, statistics indicate that revenue collected from false alarms will continue to rise.

Additionally, the redundancy provided by PMAM of having three similar Call Centers located at Dallas, TX, Houston, TX, and Colorado Springs, CO shall be a huge benefit for the city in the event of a disaster hitting one of the Centers.

3.22 CUSTOMER REPRESENTATIVE SERVICE PHILOSOPHY

PMAM understand that the City of Chula Vista has high customer service expectations. PMAM looks for the highest professionalism and courtesy in our service representatives and provides extensive customer service training to each employee before they start taking live calls.

The following chart contains the highlights of our service guidelines:

Figure 10 **Courtesy and Professionalism Standards**

Courtesy and Professionalism Standards

1. Remember the difference between customer service and citizen service. You are representing the City and the person you are calling expects their government to be very responsive.
2. Answer the phone pleasantly and maintain a pleasant demeanor while on the phone.
3. Be sincere at all times. People will sense insincerity on the phone even though they cannot see your facial expressions or other non-verbal communication clues such as hand gestures, head nods and body posture.
4. Know the ordinance and all information regarding its compliance.
5. Return all phone calls within the same day.
6. Keep remarks of the contacts you make in the FAMS notes section. These notes are crucial for future contact of when city officials wish to check on an alarm user citizen account. Note dates for follow-up.
7. Listen and respond to the person on the other end of the line. When you focus on them rather than on what you are going to say next, the phone call becomes much more conversational.
8. Know what you want to say before making an important call.
9. Do not do things such as open mail, do paperwork while on the phone. The person you are talking with will know you are distracted.
10. Meeting weekly goals requires setting and meeting daily goals. Record your progress on a daily basis.
11. Always use introductory or follow-up letters, FAMS informational fliers or other educational materials to further the goal of alarm reduction.
12. Focus to resolve calls in a timely fashion with politeness. If it becomes evident that the person is not the one needed to resolve the issue, obtain the correct information and then contact that person.
13. Before disconnecting the call, one should recap the reason for the call, the resolution provided and that the expectation has been met and caller is satisfied.

Customer Messaging Standards

1. Clearly identify yourself, the nature of the call and what action is required of the alarm user.
2. Provide a call back telephone number.
3. Speak with confidence and authority.
4. When you connect with a secretary or an assistant to the person responsible for payments, ask about a convenient time that might be best to call back.
5. When finding it difficult to get business alarm users, try to call early in the morning or later in the evening when more time may be available.

3.23 BILLING & REMITTANCE CENTER

PMAM has been working with Pitney Bowes for a number of years to develop high volume processing solutions. We have identified and have in place the advanced mailing processes and software systems with capabilities and a capacity that far exceeds the mailing volume requirements of the City of Chula Vista.

The Right Partners

- United States Postal Service
- Access Data Supply
- Bank of America
- JP Morgan Chase
- Rackspace Hosting
- Pitney Bowes
- Encore Payment Systems

PMAM uses the most advanced processes for mail handling for the City of Chula Vista, which include:

- In addition to the subscription of the number one skip tracing tool, we also use the latest United States Postal Service® (USPS®) Change of Address (COA) information for alarm holders to reduce incorrect addresses and wasted mailings. This service is available to PMAM through its partnership with Pitney Bowes.
- Utilize USPS VeriMove™ software to obtain updated and current address information prior to mailing, in real-time over the Internet, available 24/7.

PMAM Mail Center Processes

<p>Reduce Undeliverable Mail</p>	<p>USPS studies suggest that 17 percent of consumers and almost 20 percent of businesses move every year and the cost of handling “Undeliverable As Addressed” (UAA) mail is estimated at \$2 billion annually. VeriMove™ will be integrated into FAMS to update the most current address information of alarm holders prior to mailing, in real time over the Internet; available 24/7. This helps reduce mailings that are sent to the people that have moved. This feature helps PMAM perform proactive, more accurate skip tracing and this results in significant savings.</p>
<p>Enhanced Line of Travel (ELOT) and Presort Savings</p>	<p>Incorporating ELOT into outgoing mail addressing provides enhanced carrier information to expedite mailings. PMAM will qualify the City of Chula Vista’s alarm correspondence for ELOT and presort discounts.</p>

3.24 MAIL CENTER OPERATIONS

PMAM's Pitney Bowes DI900 FastPac™ system is capable of processing approximately 5,000 pieces of outgoing first class mail per hour. The combination of mail center technology with other PMAM mail center processes allows us to complete correspondences accurately and at a low cost. By deploying this solution, PMAM will be able to complete Chula Vista's mailing in a single day with 100% accuracy.

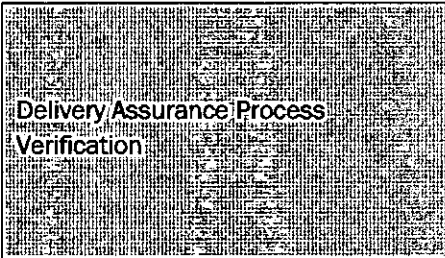
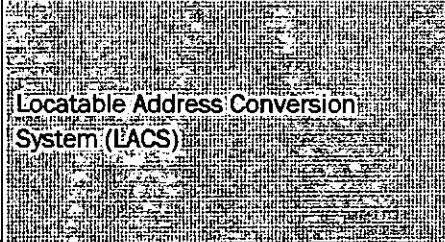
Mail Center Integration Advantages with SmartMailer 7 Premium Software

PMAM will use mail processes focused on speed, quality and cost reduction. PMAM's ability to interface with SmartMailer™ software will help Chula Vista significantly reduce misaddressed and undeliverable mail.

Integrated Document Printing

PMAM deploys integrated document printing to ensure that mailings can go out faster and at a lower cost per piece by eliminating the need to coordinate with bulk mail vendors or any other 3rd party vendor. Pages are generated, printed, assembled, folded, inserted and mail is metered on one system, saving significant time and labor. This directly reduces mailing turnaround times and costs.

Key PMAM Mail Process Advantages

 <p>Delivery Assurance Process Verification</p>	<p>The built in Process Verification feature detects missing, duplicated or out of order pages, then automatically reprint and reinsert damaged pieces without tedious tracking and manual handling. This ensures that every invoice printed is processed and sent in the post.</p>
 <p>Locatable Address Conversion System (LACS)</p>	<p>The LACS system was developed in response to 911 emergency systems. It automatically updates rural-style addresses to city-style addresses and saves money by reducing undeliverable addressed mail. PMAM will utilize LACS addressing to reduce undeliverable mail.</p>

3.25 LOCK BOX AND ACCOUNTS RECONCILIATION

PMAM currently processes payments with several banks like Bank of America, JP Morgan Chase, Wells Fargo, and regional banks to name a few.

PMAM will coordinate with Chula Vista's bank of choice to setup their payment processing system. The Lock Box will have a personalized address for the City of Chula Vista and allow for collections and

remittances to be quickly applied to outstanding payments. Bank Lock Box solution will allow for the scalability required to handle Chula Vista's payment processing requirements and will deposit remittances into City accounts faster than processing checks through mail.

Usually the Lock Box manager will collect all Lock Box mail from the USPS zip code sorting center nightly between 11PM - 8AM. This allows remittance processing to begin before other non-lock box enabled processes. All payment and remittances are processed the same business day. Banks keep all check and receipt archive records for 7 years.

A unique account number is assigned to the city. All remittances will be sent to this Lock Box and FAMS will interface with the electronic Lock Box remittance file information, so the accounts are reconciled on a daily/weekly and monthly basis.

Lock Box Sample Address

City of Chula Vista

Alarm Services

PO Box {Number}

Chula Vista, CA 91910

3.25.1.1 ALTERNATIVE PAYMENT PROCESSING METHOD AVAILABLE

PMAM offers a local Lock Box address near PMAM's office, citizens and business owners will send their remittance to this PO box. PMAM staff picks up the mail every morning and processes payments in a timely manner. PMAM is SAS 16E Certified for its payment handling processes. PMAM shall provide this service to the City of Chula Vista at no additional cost.

PMAM will integrate required payment gateways for ACH/debit/credit cards for the bank of Chula Vista's choice. This integration guarantees that payments are processed successfully at the same time, and no information regarding the credit card is kept in FAMS. This results in no liability on part of PMAM or city. Since FAMS captures all the information in real time, accounts are reconciled on an ongoing basis.

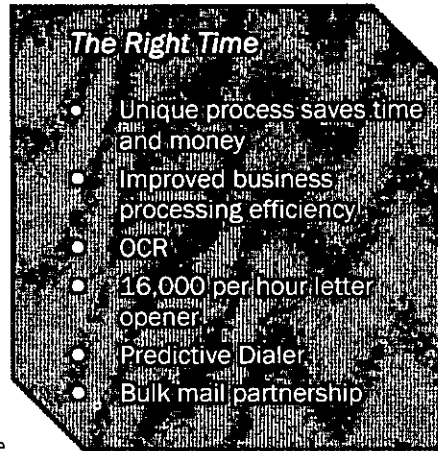
3.26 SECURED PAYMENT PROCESSING GATEWAY

The citizen self-service portal accepts citizen payments for registrations and false alarm charges online via a secured payment gateway.

In the event the city chooses to use PO Box service of PMAM, we shall use Authorize.Net as a payment gateway hosted software application on PMAM's server which authorizes credit card payments between the self-service website and each credit card processor. Information such as credit card numbers, amount, and customer name are encrypted and passed to the credit card processor, who then processes the payment through the Visa/MasterCard network.

3.27 CLIENT PROGRAM MANAGEMENT CAPABILITIES

PMAM recognizes that Chula Vista's alarm administration services program requires the ongoing coordination between city officials, citizens, businesses, alarm security companies, and PMAM's teams. PMAM has significant expertise in customer service focused delivery programs that require multi-team and multi-location operations.



3.28 BUSINESS EFFICIENCY PROCESSES UNIQUE TO PMAM

PMAM utilizes specialized systems and processes in various ways to improve business processing efficiency. We will implement the following tools to increase effectiveness and efficiency of the False Alarm Management program.

Optical character recognition (OCR)

The Hewlett-Packard OCR translates the electronic transaction of images text into machine-editable text. This system is integrated into FAMS software in order to perform any paper to electronic text translation.

Automatic Envelope Opening System: PMAM employs an automatic letter opener working at the speed of 16,000 letters per hour. The letter opening system can be used for any instance in which PMAM is required to receive large volumes of mail.

Predictive Dialer Coupled with FAMS Data Warehousing Module

PMAM has integrated our state of the art predictive dialer with our FAMS data-warehousing module. This automatic dialing and messaging system can process thousands of calls per day to remind citizens to take corrective actions to reduce false alarms, to remind payments required and help deliver citizen outreach messages about the alarm administration program.

3.29 IT PROCESSES

3.29.1 HOSTING ENVIRONMENT

PMAM will provide a hosted False Alarm Management solution to Chula Vista. The hosting is provided by Rackspace Hosting, a premier dedicated hosting company located in the United States. The FAMS hosting environment is designed to deliver FAMS in an "Always Available" mode to city officials and citizens. The system is configured to provide performance (application response time) and reliability.

In the case of an unavailability occurrence, Rackspace Hosting provides PMAM with the following service guarantees:

- Dedicated employees at Rackspace providing 24x7x365 support
- 100% Network Uptime Guarantee
- 1-Hour Hardware Replacement Guarantee

Response

PMAM FAMS servers are Load Balanced. This distributes the FAMS usage activity evenly across a computer network so that no single server is overwhelmed. If one server starts to get receive significant transaction hits, requests are forwarded to another server with more capacity ensuring 100% uptime of Services.

Secure Client Transactions

FAMS's servers are hosted with Verisign's 132-bit SSL Certificate providing secure encrypted communication between client browsers. This security is also enforced to our server's Payment Gateway.

More About Rackspace Hosting

Rackspace hosting provides world class, dedicated server hosting to PMAM. FAMS system availability up time and responsiveness is directly correlated to Rackspace's leadership in providing optimal data center and application hosting services. Since 2003, FAMS has never experienced a downtime incident. More about Rackspace Hosting services is provided below.

Physical Security

- Keycard protocols, biometric scanning protocols and round-the-clock interior and exterior surveillance monitor access to every one of our data centers.
- Only authorized data center personnel are granted access credentials to our data centers. No one else can enter the production area of the datacenter without prior clearance and an appropriate escort.
- Every data center employee undergoes multiple and thorough background security checks before they're hired.

Precision Environment

- Every data center's HVAC (Heating Ventilation Air Conditioning) system is N+1 redundant. This ensures that a duplicate system immediately comes online should there be an HVAC system failure.

- Every 90 seconds, all the air in our data centers are circulated and filtered to remove dust and contaminants.
- Our advanced fire suppression systems are designed to stop fires from spreading in the unlikely event one should occur.
- All cables are securely tied down with cable racks suspended from ceilings, providing dual routes for all cables.

Conditioned Power

- Should a total utility power outage ever occur, all of our data centers' power systems are designed to run uninterrupted, with every server receiving conditioned UPS (Uninterruptible Power Supply) power.
- Our UPS power subsystem is N+1 redundant, with instantaneous failover if the primary UPS fails.
- If an extended utility power outage occurs, our routinely tested, on-site diesel generators can run indefinitely.

Core Routing Equipment

- Only fully redundant, enterprise-class routing equipment is used in Rackspace data centers.
- All routing equipment is housed in a secured core routing room and fed by its own redundant power supply.
- Fiber carriers can only enter our data centers at disparate points to guard against service failure.

Network Technicians

- We require that the networking and security teams working in our data centers be certified. We also require that they be thoroughly experienced in managing and monitoring enterprise level networks.
- Our Certified Network Technicians are trained to the highest industry standards.

Backup & Recovery

Backup and recovery of data collected procedure is outlined below.

Backup Process:

System and Integration Test are executed by the Quality Control Teams independently and the results tracked in the Bug tracking System. The components could only be released on production after all open issues in the Bug Tracking system have been closed.

Regression Testing – Regression test are carried for the entire module for a Change Release. The Traceability Matrix ensures that the test suite is effectively maintained for regression test to be conducted.

ACT

Sr. Management periodically conducts reviews with the project teams, SEPG and SQA to resolve escalated Non Compliances by putting appropriate corrective measures in place.

3.30 CERTIFICATIONS AND RECOGNITIONS

Additionally, PMAM has more recognized technical certifications and recognitions than any other company providing alarm administration services. To achieve our objective to constantly deliver quality services to our customers and to identify further areas of improvement, PMAM has achieved the several IT Awards and certifications.

- SEI CMMI Level 3 Certified Company
- Microsoft “Sequel 2005 Front Runner Status” – Only 185 companies worldwide
- Microsoft Gold Certified Partner
- Microsoft ISV (Independent System Vendor) - Under 12 % of Microsoft partners have achieved this level
- Microsoft Custom Development Solutions Competency Certification



The Right Commitment

- CMMI Level 3 Certification
- Microsoft “Sequel 2005 Front Runner Status”
- Microsoft Gold Certified Partner
- Microsoft ISV (Independent System Vendor)
- Microsoft Custom Development Solutions Competency Certification

PMAM was appraised to be **CMMI Level 3** and received its official designation on **October 24th, 2008**. Very few companies worldwide are able to attain this prestigious certification. This achievement is similar in scope and commitment as CALEA for law enforcement or Six Sigma protocols.

We are a **Microsoft Gold Certified Partner**, a designation that is the highest endorsement from Microsoft. Gold Certified Partner is earned by only a select group of elite Microsoft business partners that can demonstrate the robust, efficient and fully scalable implementations of Microsoft technologies. To obtain this status, developers must have the knowledge, a large inventory of skillful people and a commitment to implement cutting edge technology that matches current business needs. None of our competition can claim this accomplishment.

PMAM is a Microsoft ISV (Independent System Vendor) Partner, officially certified as being equal to/better than Microsoft’s own competency. Because of the stringent third party evaluation process, less than ten percent of Microsoft Certified Partners have earned ISV status. For your review:

<http://pinpoint.microsoft.com/en-US/services/False-Alarm-Management-and-Reduction-Solution-4294979079-4295615895?LocId=-1>

We are a proud recipient of **Microsoft "Sequel 2005 Front Runner Status"** a recognition granted by Microsoft to only 185 companies worldwide. This status indicates that PMAM was able to quickly study, build and deploy applications using the secure MS SQL Server 2005. This puts PMAM DBA's in unique position to write the most efficient SQL programs to interface with CAD databases. We have achieved **Custom Development Solutions Competency** certification by Microsoft. This means that PMAM can provide unique customer solutions through application architecture, database design, software development and application quality assurance.

3.31 PUBLIC RELATIONS

The PMAM outreach team will create a comprehensive marketing and public relations plan in conjunction with City staff. The program is designed to publicize the alarm ordinance registration program to as many Chula Vista residents and businesses as possible. The plan will include program the following elements:

- Newspaper advertisement
- Radio jingle
- Public announcements in community newspapers
- Water bill inserts
- Finalize content for the animated, multi-media education CD
- Content of the False Alarm Reduction Academy
- Work with city to develop Commercial TV ad strategy
- Newsletter updates and changes City website content

All of the above public relation efforts shall be paid by the City of Chula Vista.

4. PRICING

PMAM wishes to provide the following pricing structure to the City of Chula Vista. We are committed to strive to provide the highest measurable return.

Facts

Operating a *proactive* alarm management solution requires a lot of time and money to drive higher revenue. PMAM rejects the philosophy of winning an account for the sake of adding one more City at the cheapest price, and then providing the minimum investment in the service delivered; will seldom accomplish key objectives of reducing false alarms and high revenue through permitting. We know this is not a sustainable practice.

PMAM embraces continuous improvements as a way of life. We constantly leverage best practices and make large investments in our infrastructure and technology to exceed results for our partner cities. The purchase of ATB Services was one of the direct results of this approach.

Add-On Service at No Cost

PMAM will assist the City of Chula Vista with drafting any changes/additions to the alarm ordinance with our expert, Dan Stocking for no extra charge.

PMAM acknowledges the City of Chula Vista's requirements for timely data transfer, and there is no charge for transfer data from the city or another contractor's database as specified in RFP #PO8-12/13, Section II-1.

Outline of Costs

PMAM will work with the city officials to create a comprehensive Public Relations effort to inform the citizens of the alarm ordinance enforcement. Any PR costs involved in executing the campaign will be paid for by the City.

PMAM understands that the City of Chula Vista's alarm program has been in existence since 1982 and they receive about 5400 alarm activations per year that are not valid emergency activations. PMAM wishes to provide the following pricing structure to the City of Chula Vista based on its current ordinance. This proposal is submitted by PMAM as the prime vendor. PMAM wishes to provide the following pricing structure to the City of Chula Vista based on its current ordinance. PMAM proposes a revenue split with the City of Chula Vista according to the following revenue (total permit fees, false alarm fines, and penalties) amounts:

Total Revenue Collected	City Percentage	PMAM Percentage
Total permit fees, False Alarm fines, and fees-1 st \$200,000	85%	15%
Total permit fees, False Alarm fines, and fees-above \$200,000	82%	18%

The City of Chula Vista and PMAM shall share the revenue generated from fees, fines, and penalties as described above, with the exception of postage, to be paid by the City. By deploying the technologies as stated in the RFP response, we expect to minimize the postage expense to bulk postage rates wherever possible.

The above fee structure shall be set in the beginning of the program and shall continue for 12 months. Thereafter, it will again be set to zero dollars for the next 12 months.

A dedicated bank account shall be opened for all deposits for the alarm fee for the City. PMAM shall pay for all bank charges that are incurred on this account.

Alternate Pricing

PMAM understands the City's willingness to look at its current ordinance and revise it suitably to meet the goals and objectives of the Police Department and citizens. PMAM shall be offering free consultation for revising the ordinance as laid out in Section 2, Scope of Work and Requirements.

PMAM understands that with the revision of the ordinance the City will charge an annual permit fee and therefore, while the false alarm revenue may decline due to false alarm reductions, efforts undertaken by PMAM will not. The overall revenue is likely to be higher than the current revenue.

PMAM wishes to provide the following pricing structure to the City of Chula Vista after the ordinance. This proposal is submitted by PMAM as the prime vendor. PMAM proposes a revenue split with the City of Chula Vista according to the following revenue (total permit fees, false alarm fines, and penalties) amounts:

Total Revenue Collected	City Percentage	PMAM Percentage
Total permit fees, False Alarm fines, and fees- First \$200,000	87%	13%
Total permit fees, False Alarm fines, and fees- above \$200,000	84%	16%

The City of Chula Vista and PMAM shall share the revenue generated from fees, fines, and penalties as described above, with the exception of postage, to be paid by the City. By deploying the technologies as stated in the RFP response, we expect to minimize the postage expense to bulk postage rates wherever possible.

The above fee structure shall be set in the beginning of the program and shall continue for 12 months. Thereafter, it will again be set to zero dollars for the next 12 months.

A dedicated bank account shall be opened for all deposits for the alarm fee for the City. PMAM shall pay for all bank charges that are incurred on this account.

4.1 OUR PRICING APPROACH

PMAM wishes to express that while the software components are important, a meaningful reduction in false alarms and the resulting increase in revenue shall be possible due to PMAM's several years of experience in executing similar projects and constantly innovating by paying attention to the details of various processes. Our integrated managed services approach with the objectives of false alarm reduction and increased compliance and revenue due to the City with outstanding citizen service give the city the best opportunity to have measurable results. Our pricing proposal provides the lowest overhead costs to the City while positioning PMAM to have a balanced incentive to drive down false alarms and achieve the highest ordinance compliance possible. Our approach focuses on making sure that the best results are obtained, and that those results are measurable. Therefore, we believe the City of Chula Vista will benefit greatly by our total turn-key solution approach.

PMAM has a track record of increasing the revenue that is due to the city within a short period of time. PMAM has consistently demonstrated this trait in small and very large communities alike. In order to accomplish this goal of higher revenue PMAM deploys processes that impose high financial burden on PMAM at the front-end; however these processes yield extremely favorable results. We are sure that City will recognize this fact in awarding this RFP. Sometimes lowest price may yield overall less revenue to the City

Chula Vista

A Complete Turn-Key Solution

Everything that is laid out in this proposal will be provided as a turnkey solution.

PMAM is totally unique in that it provides an unmatched citizen experience in each of our city's custom citizen portals. Immediately upon logging on to the city website, the citizen is guided through the false alarm payment with an animated video guide, complete with sound. In less than five minutes, the citizen can learn and conduct any business that they choose including "Apply for new permits", "Pay for outstanding bills", "Change their contact details", "Check for any outstanding bills" and "Know the past history of false alarms at their location".

This sophisticated application has demanded a considerable amount of money, time and effort on the part of PMAM. Our partner cities have expressed that they constantly get appreciation from their citizens for being able to conduct so many functions from the comfort of their laptops. Please check: <https://www.houstonburglaralarmpermits.org>

4.2 CONTRACT STATEMENTS

PMAM submits this proposal for an initial term of one (3) calendar years. The City shall reserve the option of renewing the Agreement under the same terms and conditions, as specified in the RFQ, Section 1, Request for Qualifications.

Termination by Contractor in the Event of Permit Fee Reduction by City Ordinance (after the permit fee is introduced after the first revision)- Should the City change its ordinances during the term of the Agreement which provide for a reduction in the permit fees, and or related fines and charges, PMAM reserves the express right to reenter into good faith negotiations with the City to modify the fee schedule and pricing accordingly, and shall give the City written notice of its desire to so renegotiate.

APPENDIX A: DISCLOSURE STATEMENT

Pursuant to City Council Policy 101-1, prior to any action on a matter that requires discretionary action by the City Council, Planning Commission or other official legislative body of the City, a statement of disclosure of certain ownerships, financial interests, payments, and campaign contributions must be filed. The following information must be disclosed:

1. List the names of all persons having a financial interest in the project that is the subject of the application, project or contract (e.g., owner, applicant, contractor, subcontractor, material supplier. PMAM Corporation
2. If any person* identified in section 1 above is a corporation or partnership, list the names of all individuals with an investment of \$2000 or more in the business (corporation/partnership) entity. Mahima Kumar-President
3. If any person* identified in section 1 above is a non-profit organization or trust, list the names of any person who is the director of the non-profit organization of the names of the trustee, beneficiary and trustor of the trust. N/A
4. Please identify every person, including any agents, employees, consultants, or independent contractors, whom you have authorized to represent you before the City in this matter. Pankaj Kumar,
5. Has any person* identified in 1, 2, 3, or 4 above, or otherwise associated with this contract, project or application, had any financial dealings with an official** of the City of Chula Vista as it relates to this contract, project or application within the past 12 months? Yes ___ No_X__

If yes, briefly describe the nature of the financial interest the official** may have in this contract.

6. Has any person* anyone identified in 1, 2, 3, or 4 above, or otherwise associated with this contract, project or application, made a campaign contribution of more than \$250 within the past twelve (12) months to a current member of the Chula Vista City Council?
Yes ___ No_X__

If yes, which Council member(s)?

7. Has any person* anyone identified in 1, 2, 3, or 4 above, or otherwise associated with this contract, project or application, provided more that \$420 (or an item of equivalent value) to an official** of the City of Chula Vista in the past twelve (12) months? (This includes any payment that confers a personal benefit on the recipient, a rebate or discount in the price of anything of value, money to retire a legal debt, gift, loan, etc.)

Yes ___ No_X__

If yes, which official** and what was the nature of item provided?

8. Has any person* anyone identified in 1, 2, 3, or 4 above, or otherwise associated with this contract, project or application, been a source of income of \$500 or more to an official** of the City of Chula Vista in the past twelve (12) months?

Yes ___ No_X__

If yes, identify the official** and the nature of the income provided.

Date: 8/16/2013



Signature of Contractor/Applicant

**Pankaj Kumar
Chief Executive Officer**

Print or type name of Contractor/Applicant

* Person is defined as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, city, municipality, district, or other political subdivision, or any other group or combination acting as a unit.

** Official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission, or committee of the City, and City employees or staff members.

*** This Disclosure Statement must be completed at the time the project application, or contract, is submitted to City staff for processing, and updated within one week prior to consideration by the legislative body.

APPENDIX B. CANDIDATE'S CERTIFICATION FORM

All Candidates must complete this Candidate's Certification Form. It must be signed by individuals duly authorized to execute such documents by their respective organizations.

Outstanding Judgments: The undersigned has/have never had any unfavorable judgments or bankruptcies and are not currently involved in any pending lawsuits or judgment or bankruptcy involving themselves or any entity in which they have been or are now involved

or

The undersigned have attached to this Certification Form a complete description of any and all bankruptcies, unfavorable judgments and/or pending lawsuits involving themselves or any entity in which they have been or are now involved.

 8/16/13 **Pankaj Kumar**
Chief Executive Officer _____
Name, Title, Date Name, Title, Date

PMAM Corporation _____
Organization Organization

Availability of Principal Staff: The undersigned will make the following principal staff available through the entire course of the Contract for Services.

 8/16/13 **Pankaj Kumar**
Chief Executive Officer _____
Name, Title, Date Name, Title, Date

PMAM Corporation _____
Organization Organization

APPENDIX C. FINANCIAL STRENGTH

Statement attached from Bank of America.

Global Commercial Banking

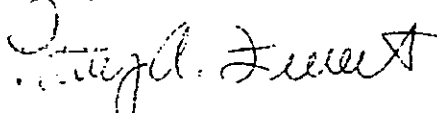
February 11, 2013

To Whom It May Concern:

PMAM Corporation was founded in 1999 and is a privately held corporation. The company has an established banking relationship with Bank of America and as of today is in good standing with our bank. They have always paid as agreed and maintained an excellent credit and depository relationship with us.

Please feel free to contact me with any further questions or concerns.

Thank you,



Patty A Frevert
Vice President
Business Banking
15301 N. Dallas Parkway #850
Addison, Texas 75001
972-455-5837