

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of July, 2010 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DATA TICKET, INC., a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant perform parking citation processing as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered

against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on July 6, 2012, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. City shall have the sole option to extend this Agreement for three (3) additional one (1) year periods.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Data Ticket, Inc.
4600 Campus Drive
Suite 200
Newport Beach, CA 92660
Tel: 949-752-6937
Fax: 949-752-6972
Attn: Marjorie Fleming

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5384
Fax: 714-754-5002
Attn: Marty Carver

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability

Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so

incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

DATA TICKET, INC.

Signature

Date: _____

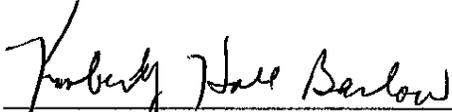
Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

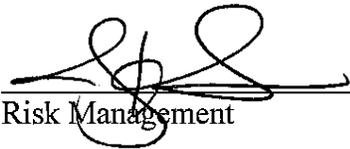
APPROVED AS TO FORM:



City Attorney

Date: 6/15/10

APPROVED AS TO INSURANCE:



Risk Management

Date: 6/16/10_____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL



CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT
PURCHASING

CITY OF COSTA MESA

REQUEST FOR PROPOSALS

FOR PARKING TICKET CITATION PROCESSING SERVICES

PROPOSAL NO. 1136

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Costa Mesa to wit: The City of Costa Mesa, City Clerk's Office, P. O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **3:00 p.m. on Thursday, April 8, 2010**. It shall be the responsibility of the offeror to deliver his proposal to the City Clerk by the announced time. Delivery Location: City of Costa Mesa, City Clerk's Office, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

A pre-proposal conference will take place at **2:00 p.m. on Thursday, March 18, 2010**. A meeting will be held in Conference Room 1A located at 77 Fair Drive, Costa Mesa, California, 92626. Offerors should be familiar with the proposal prior to attending the pre-proposal conference. Attendance at the pre-proposal conference is optional.

Proposals shall be returned to the attention of the City Clerk, within said time limit, in a sealed envelope identified on the outside with the *Offeror's Business Name, Proposal Item Number, Identify - RFP 1136 Parking Citation Processing Services, and the Due Date*. There will be no public opening of proposals.

The Request for Proposal may be downloaded from the web site at <http://www.ci.costa-mesa.ca.us/departments/CMPurchasing.htm>. If you have additional questions, please contact Debbie Casper, C.P.M., CPPB, Purchasing Supervisor, by telephone (714) 754-5212 or via e-mail at: dcasper@ci.costa-mesa.ca.us.

Dated: March 8, 2010

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RFP 1136 - FOR PARKING CITATION PROCESSING SERVICES

SECTION I – PROPOSAL INFORMATION

The City of Costa Mesa seeks the submittal of sealed proposals from qualified firms providing municipal parking citation processing, payment services, and handheld ticket issuance units available for lease and/or purchase.

The successful proposal will be one that demonstrates the requisite technical proficiency, ability to provide a seamless transition and a willingness to work closely with parking services staff and the community we serve. Sealed proposals will be accepted up to the date and time stated herein. Proposals must be prepared in conformance with the instructions provided.

Only those firms with verifiable experience in municipal parking citation processing and payment services will be considered during this proposal process. The ideal solution will be a complete package including citation issuance, processing, collection, reporting, software, hardware and annual software and equipment maintenance and consumable supplies.

Term of Agreement

The initial term of the agreement shall be two (2) years. This contract will commence on the date the agreement is approved and awarded by City Council.

The City solely reserves the right to renew the agreement for three (3) additional one (1) year periods unless notice of non-renewal is given by the City to the Contractor prior to the end of the contract period in which the City wishes to terminate the agreement. The Contractor shall be notified in writing of the City's intention to extend the Contract term at least sixty (60) calendar days prior to the expiration of the Contract.

The Contractor may apply for a cost adjustment when notified in writing of the City's intention to extend the Contract term in the third (3rd), fourth (4th) and fifth (5th) years. In order for the rate adjustment to be considered by the City, the Contractor shall be in full compliance with all of the performance standards as established by this Contract. The rate may be adjusted by the Contractor as provided herein solely on the basis of the change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles, Riverside, Orange County, provided, however, that those adjustments in rates based solely on the change in CPI-U will not exceed five (5) percent per annum. The Contractor assumes all risks associated with increased costs of service not reflected in the rate adjustments. The Contractor shall use the CPI-U for the most recent twelve month period prior to the contract's anniversary date to determine the percentage change in the rate to take effect.

Proposal Process

To be considered responsive, offerors must respond to this solicitation in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful offeror will satisfy all of the objectives and service specifications outlined in this document.

Pre-Proposal Conference

An optional pre-proposal meeting is scheduled on **Thursday, March 18, 2010 at 2:00 p.m.** at Costa Mesa City Hall 77 Fair Drive Conference Room 1A, Costa Mesa, California

92626. This informational meeting will be held to allow for questions and clarifications concerning the City's RFP process and subsequent contract award. Offerors should be familiar with the proposal prior to attending the pre-proposal conference.

Due Date

Closing time and date: **Proposals are due by 3:00 p.m. on Thursday, April 8, 2010.** One original (marked original) and three (3) copies (marked copy) of the proposal must be submitted in sealed envelope marked RFP #1136 and submitted to the following address:

Delivery Address:

City of Costa Mesa
Attn: City Clerk's Office
77 Fair Drive, 1st Floor - Room 100
Costa Mesa, CA 92626

Mailing Address:

City of Costa Mesa
Attn: City Clerk's Office
P.O. Box 1200
Costa Mesa, CA 92628-1200

Any Offeror who wishes his/her proposal to be considered is responsible for making certain that the proposal is received in the City Clerk's Office by the announced time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures. Please note that there will be no public opening of proposals. Proposal information shall not be made public until the proposal is awarded. At that time the executed contract will become public information. Please direct any questions regarding this proposal to Debbie Casper, C.P.M., CPPB, Purchasing Supervisor, via telephone (714) 754-5212 or e-mail: dcasper@ci.costa-mesa.ca.us.

Proposals must be valid for a period of ninety (90) days from the due date. Proposals may not be withdrawn after the submission date.

The City of Costa Mesa reserves the right to negotiate with any offeror(s) as necessary to serve the best interest of the City of Costa Mesa and negotiate the final contract with the most responsive, responsible offeror. The City reserves the right to waive, at its discretion, any irregularity or informality, which the City deems correctable or otherwise not warranting rejection of the RFP. The City reserves the right to reject any and all proposals and to accept any proposal or portion thereof. No obligation, either expressed or implied, exists on the part of the City of Costa Mesa to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP, are solely the responsibility of the offerors.

By submitting an offer, the offeror acknowledges an understanding of the rules as defined in this RFP. Compliance with all of the terms and conditions of the agreement is mandatory for companies providing services to the City of Costa Mesa.

In case of default by the contractor, the City of Costa Mesa may procure the services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Costa Mesa. All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may

be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal. All proposals must be signed with the firm's name and by an authorized responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Offerors' Qualifications/Experience

Offers will be accepted only from Contractors who have significant experience in providing the parking citation processing services specified herein. A statement of qualification of the firm and a description of the company history and financial capability is required. Proposals must include definitive information regarding the experience and qualifications of the proposing firm.

Estimated Schedule

Proposal E-Mailing Date.....	March 9, 2010
Pre-Proposal Meeting	March 18, 2010 @ 2:00 p.m.
Proposals Due.....	April 8, 2010 @ 3:00 p.m.
Award (Tentative).....	May 2010

RFP Check List

The following information is required to be submitted as part of the Offeror's proposal package. All forms are required to be neatly and completely filled out. The intent is to award a contract to the contractor that scores the highest in the RFP evaluation process and will best meet the needs of the City. Please provide your response to all the information requested in this RFP so that your company can be assessed to your best advantage.

- ❑ One (1) original response plus three (3) copies of the entire proposal
- ❑ Cover Letter, Statement of Qualification, company history & financial capability
- ❑ Detailed written work plan
- ❑ Response to Section II: Scope of Work/Specifications (Pages 7-24)
- ❑ Section VI: Offeror's Proposal Response Requirements (Pages 40-43)
- ❑ Section VI: Offer/Price Proposal (Pages 44-48)
- ❑ Samples of all forms, notices, letters, etc.

Deliverables Required of Successful Contractor

The successful Contractor shall submit the following items to the Purchasing Supervisor or designee ***within ten (10) days of initiation of the contract award***:

- A. City of Costa Mesa business license;
- B. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming the City of Costa Mesa as an additional insured (see pages 28-31 for detailed insurance requirements).

- c. Enter into a Professional Services Agreement (PSA) with the City of Costa Mesa. The PSA will be submitted to City Council for approval with the award of the contract.

SECTION II: SCOPE OF WORK/SPECIFICATIONS

The purpose of this RFP is to establish a contract that will provide an integrated software, hardware and service solution to municipal parking citation and payment processing. The preferred solution will include hand-held computers for ticket issuance and data download, real-time, online access by public safety officers, and finance staff to citation information and a user-friendly reporting structure. The program must also accept and support hand-written citation forms. The objectives of the City are to secure a quality firm with sufficient capabilities and experience to assist the City in maximizing its parking citation collection program. The City welcomes vendors to provide additional information on optional services for consideration. The City will determine the best solution to meet the requirements of the City.

Municipal Overview

The City of Costa Mesa is located in central Orange County and encompasses 16.8 square miles. It is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley, and Irvine. The current population is 113,805 and there are currently 162 sworn police officers.

The Costa Mesa Police Department issues approximately 26,000 tickets per year. Parking citations are currently sent to Data Ticket for processing. The City leases four hand-held ticket writers for issuing electronic tickets. In 2009, there were 16,074 tickets issued electronically. Tickets are also issued via manual ticket books and the information is manually entered into the system. In 2009, there were 9,745 handwritten citations issued.

General Information

The City of Costa Mesa is requesting that offerors coordinate efforts with the City of Costa Mesa Police Department, Costa Mesa Finance Department, Orange County Court System and other governmental agencies, such as the DMV. The offeror will be expected to work closely with the Traffic Division of the Police Department and the Finance Department to ensure compatibility and uniformity.

Services shall include, but may not be limited to:

- Inputting hard copy citations, and maintaining citation information.
- Obtaining registered owner information – Online, daily.
- Sending notices of delinquent parking violation to registered owners.
- Placing registration holds through the Department of Motor Vehicles (DMV).
- Acceptance of credit card or check payments. The system should allow web-based and telephone payments in addition to mail-in payments. Payment made by credit card should update the database in real time.
- Providing an installment/partial payment plan for parking citation payment.

- Providing citation information to complainants.
- Edit capability within the City to correct dates, violation codes, and fine amounts and duplicate citations.
- Maintaining phone notes accessible to the City for problem callers.
- Providing notes that can be maintained for both the City and contractor to view and edit.
- Updating citation information to reflect changes in disposition, and keeping notes as needed.
- Providing daily courier service from the Contractor's office to and from the City.
- Providing Web access - Remote Data Entry – for the City.
- Providing daily reports for automated citations.
- Providing monthly and annual reports with access to the reports over the Web.
- Supplying equipment and supplies for automated citations.
- Supplying training and providing reference materials for equipment/systems to the City as required.
- Contractor shall be capable of allowing the public to search for information via the Internet. City shall provide specifications regarding information for the public.
- Contractor shall be cable of accepting hotlink from the City's home page allowing public access.
- Providing adequate system security and back-up provisions.
- Call recording on all inbound and outbound customer service calls that can be accessed by city staff via the internet.

Proposals should be based upon an average of approximately 26,000 citations per year.

GENERAL SPECIFICATIONS

A. REQUIREMENTS

Contractor shall meet all requirements of the specifications contained herein, as well as all legislated mandates by the State of California, California Vehicle Code (CVC) and the City.

Contractor shall have on-line computer interface with the California DMV that is able to obtain registered owner information and place registration holds within 24 hours.

Contractor shall interface with the motor vehicle departments of all other states that shall provide registered owner information to parking citation management contractors. Contractor shall regularly communicate with the Transportation Ministries in Canada and Mexico that permit registration and name acquisition.

Contractor shall be responsible for any and all fees associated with obtaining registered owner information from the California DMV, and the motor vehicle departments of other states.

Contractor's system shall be able to accommodate a minimum of two increases in fees for delinquent citations to allow for administrative fees and costs.

City shall reserve the right to approve or disapprove all aspects of service, forms, reports, and other documents associated with the parking citation management system.

Contractor shall provide Remote Access to multiple City workstations via the Internet using a web browser.

Contractor shall provide monthly reports in a PDF Format and have the reports available for access over the Internet using a web browser.

Contractor shall provide training for City representatives at no cost in the operation of all equipment provided, including but not limited to the operation of the software and all remote features.

Contractor shall immediately notify the City's designated representative(s) by telephone, email, in person, or by fax of any processing or procedural problems that may occur.

B. NOTICE TO BEGIN

Contractor shall be able to assume complete responsibility for the parking citation management system no later than thirty-days (30) after the effective date of the agreement.

C. SYSTEM CONVERSION

The System Conversion shall consist of all data currently in process for the citation processing, including but not limited to:

- Open Citations
- Closed Citations – Minimum of 24 months history

The data will be provided in an ASCII format and will include a record format.

Offeror shall identify the system that will be utilized for the parking citation management system, including hardware and software specifications.

Offeror shall provide detailed conversion time-lines, including the minimum, maximum and most likely conversion scenarios.

Contractor shall successfully implement the parking citation management system within thirty-days (30) of "Notice to Begin" or receipt of existing database, or forfeit one-time conversion charge if applicable.

D. CITATIONS

PROCESSING TIMELINES

City shall automatically transmit automated citations on a daily basis. Contractor's computer system shall accept and update citation database on a daily basis, as information is transmitted. Contractor will be responsible for any or all formatting required for transmitting data from automated ticket writers.

The transfer of information process shall down-load citation information from personal computer and/or handheld units, and up-load personal computers and handheld units with an updated list of habitual offenders.

Written procedures for the upload and download of files to and from the Contractor's computer system shall be supplied to designated departmental representatives. Procedures should incorporate the simplest methods possible and should utilize a menu driven format for ease of use.

Contractor shall process all manually written citations within forty-eight (48) business hours of transmittal from the date of receipt.

Contractor shall mail in-state notices of delinquent parking violation within twenty-one (21) calendar days, and no later than thirty-two (32) calendar days after the date of citation issuance, for all citations the Contractor has been able to obtain registered owner information. Contractor shall provide a monthly report of the notices that have been mailed to registered owner. The number of days from issued to notice may change as determined by the City. Notices of delinquent parking violation shall include four (4) to six (6) lines of custom text for a special message if needed.

Contractor shall provide monthly reports of all registered owner inquiries that have been rejected by the DMV.

Contractor shall mail out-of-state notices of delinquent parking violation within seven (7) working days of receipt of registered owner information from other states.

Contractor shall attempt to place an on-line registration hold through the California DMV for each citation that has not been paid after fourteen (14) days. Grace periods may be added by the City as needed to automatically allow for payments processed by the City. Registration holds shall be placed through the DMV on a daily basis. These time schedules may change as determined by the City.

The City reserves the right to change the timeframe for mailing notices of delinquent parking violation and for placing registration holds at anytime during the term of the agreement. The City shall give the Contractor a minimum of one (1) day prior verbal notice.

PAYMENT PROCESSING

Contractor will provide a separate Post Office Box for the City where payments, administrative review correspondence, and other documents are to be mailed.

Contractor is to pick up the mail from the post office at least once per day, and sort and batch all incoming mail by postmark date for payment posting.

Contractor will enter and process all payments received within one (1) business day. This includes opening all mail received, verifying payment amounts, updating computer system and making daily bank deposits into the City's bank account. The Contractor will conduct daily reconciliation of all payments entered with bank deposits and provide daily reporting of bank deposits made for the City to the Treasury Division. Filing and storing of all source documents in an easy retrievable system is also a requirement.

Contractor is to track rebilling on partial payments, checks returned for insufficient funds upon notification from the City, vehicle change of ownership, and leased vehicle information.

Contractor will provide for payment by credit card (Visa and MasterCard) and be capable of securing authorization from the banking institution. Payments made by credit card are to be immediately updated in the database in real time. In addition, the Contract should have the capability of receiving payments via an automated telephone system and online via the internet.

Reporting must be available to the City as needed or requested to balance the daily totals. Monthly management reports and statistical summaries of activity for the period, together with supporting detail, must be delivered by the 7th day of the month or as specified by the requirements of the City.

The parking citation management system shall allow access to the City at multiple City workstations via remote access to the Internet using a web browser. The security clearance to update citation data shall be limited by password, as authorized by designated departmental representatives. Each transaction should be able to be traced back to the designated person. All transactions should have a real-time on-line payment processing capability.

Payments must be able to be processed in advance of the citation. In these cases, the data from the citation should be updated when it is available.

Contractor shall provide a method for handling administrative fines for handicap violations as detailed in CVC 40226.

CITATION EXTENSIONS

The City shall have the ability to remotely enter a new payment due date. The City may request for the Contractor to extend the citation with a new due date. No further processing will take place until this due date has expired. The process should be an automatic function that does not require user interface.

VOIDING AND DISMISSING CITATIONS

The City reserves the sole authority and responsibility for voiding/dismissing citations. Contractor shall be responsible for inputting all voided/dismissed citation dispositions not entered by the City.

Authorized City representatives may submit a form listing citations that have been voided or dismissed. Contractor shall change the disposition code for automated citations within twenty-four (24) hours from data transmittal and manual citations within forty-eight (48) hours of receipt from the City.

The parking citation management system shall allow voided/dismissed citations to be entered by the City via remote access using the Internet. The security clearance to void/dismiss a citation shall be limited by password, as authorized by designated departmental representatives. Each transaction should be able to be traced back to the designated person. All voids should have the ability to have a reason code and comments that will provide City with later research.

Contractor shall provide a monthly report of citations voided/dismissed in the system, by Officer or User Name.

CORRECTIONS TO CITATIONS

Contractor must be willing to make corrections to citations and continue processing the citation. This would include getting the new registered owner information and generating another delinquent notice.

PROCESSING INFORMATION

Contractor shall be willing and able to provide details on methods used to process citations, which include, but may not be limited to, citation collection, data entry, data validation, registered owner inquiry, notice of delinquent parking violation generation, DMV notification, citation disposition and customer support.

MANUALLY WRITTEN CITATIONS

Contractor shall be willing and able to provide processing for approximately 10,000 handwritten citations per year. City shall provide manual citations.

Manually written citation information shall be keypunched by the Contractor into the parking citation management system within forty-eight (48) hours, after which processing shall be identical to that of automated citations.

The City shall have the ability to produce a citation simulation of manually written citations from a local computer.

MANUAL CITATION PICK-UP

Contractor shall pick-up copies of manual citations and payment receipt information every working day between the hours of 8:00 a.m. and 5:00 p.m. from the following address: City of Costa Mesa Police Department, 99 Fair Drive, Costa Mesa, CA 92626.

CITATION COPIES

Handwritten citation copies shall be stored by the Contractor for one (1) year after date of issuance, after which all copies shall be returned to the City.

Copies of the citation data should be available on-line and capable of being produced at each department location.

E. ADMINISTRATIVE REVIEWS AND HEARINGS

Contractor shall process requests for initial/administrative review hearings immediately upon receipt from the City. Upon receipt from the City, Contractor shall immediately update the citation disposition from the review to the parking management system.

Contractor shall track each step of the initial/administrative review and hearing process including dates, disposition code, reason code, and hearing officer determination. System must be integrated with parking citation issuance and processing system. The Contractor must provide service that will result in the following for each correspondence:

- a) Schedule Administrative hearings and forward said schedule to the City
- b) Print and mail (by first class mail) customized hearing notification letters for the City

- c) Respond to inquiries for the City and the public regarding date of hearing, mailing date, location of hearing and directions to hearing location
- d) Re-send letters should location/room or date changes be necessary
- e) Contractor will provide the Hearing Officer. The Hearing Officer will forward results of Administrative Hearing to the City and the Vendor
- f) Letters regarding the results of the Administrative Hearings will be mailed by the Contractor
- g) When a refund is appropriate, the Contractor shall provide information to the City. The City will issue the refund
- h) Provide monthly report of review results by citation number

Contractor shall enter payments, voids, disposition from hearings (including reason for the disposition), review/hearing officer reduction of penalties, and any comments necessary to review the disposition on-line within forty-eight (48) hours.

PROCESSING TIMELINES

Contractor shall immediately, upon receipt from the City, process and update requests for Administrative Review (Step I – III) to the parking citation management system.

Contractor shall update within twenty-four (24) hours of transmittal, voided/dismissed citations for automated citations to the parking citation management system. Manual voided/dismissed citations shall be updated to the parking citation management system within twenty-four (24) hours of receipt from the City's authorized representative(s).

Contractor shall provide reports and/or procedures that may be used by the City to audit the processing of citations to ensure that the work is being performed within the guidelines and timelines of these specifications. Contractor shall provide an outline of procedures for actual citation processing timelines that may be audited in the bid proposal.

Contractor shall deliver all monthly reports in a PDF format to be accessed on the Internet through a web browser. This data should be available by the 7th day of the following month – but should not be later than the tenth (10th) day.

Contractor shall respond by telephone, fax or in writing to any inquires and/or requests for special reports within forty-eight (48) hours.

Contractor shall contact designated department representative immediately of any change or implementation of any software changes or modifications that shall impact the administration of, or the availability of access to, the City's database of parking citation information.

F. DMV COMMUNICATIONS

Contractor shall have the ability to inquiry through on-line access to DMV. Contractor should have the ability to place registration holds and releases on-line with DMV on a daily basis. The timetable to establish a registration hold at DMV should be at the discretion of the City.

Contractor shall notify and correct DMV files if amount of penalty on hold at DMV has changed without additional charges to the City.

G. CUSTOM NOTICES AND LETTERS

Notices of Delinquent Parking Violation shall be printed on a laser printer. Notices shall not be generated on snap-out forms without carbon insert, or carbonless multiple-part paper stock.

Notices shall include all citation information with the exception of any comments.

Notices of delinquent parking violation shall include four (4) to six (6) lines of custom text for a special message if needed. Notices shall give a toll free telephone number for violation inquires and shall give web address for violation inquiries.

The Contractor shall provide the necessary postage, correspondence, and ability to track forms to meet all applicable State and local laws regarding citation processing and adjudication. The City will provide all manual citation forms, unless otherwise agreed.

All notices and letters must be formatted using Custom #10 window envelopes with the City's return address. The interior #9 also customized with the City's address that is post net bar-coded with FIM per the U.S. Postal Service requirements.

Contractor shall generate Delinquent Notices for unpaid accounts in a timeframe acceptable to the City.

The notices sent out due to bank returned/unpaid checks, shall state the amount of original penalty, delinquent amount, and the appropriate returned check fee per the City's adopted resolution. Samples of all forms, notices, letters, etc. must accompany the proposal.

H. SYSTEM CAPABILITIES

ONLINE REMOTE ACCESS

Remote access for multiple City workstations must be available using a standard PC. Operating and or software costs must be included. Access to the database must be available over the Internet using a web-based system, using Internet Explorer. Contractor should detail the Internet connection in their proposal.

Access to the data must be accessible by citation number, vehicle license number, name, or VIN (Vehicle Identification Number) and provide:

1. All citation information, including the VIN,
2. Current status of the citation,
3. DMV inquiry date, hold, and release information and dates,
4. Delinquent notice information, registered owner, due date, mailing date, and make of vehicle as provided by DMV.
5. Administrative review, hearing court appeals and disposition information,
6. Payment information includes all dates and amounts,
7. Registered owner information, including the VIN number and any additional names if previously owned and cited,
8. Phone notes, including operator identification.

The City will have the ability to enter remotely:

1. Voids with Reason Codes,
2. Dismissals with Reason Codes,
3. Letter data and ability to add custom notes or edit,
4. Extensions with Extension Date,
5. Promissory Notes with Extensions Dates,
6. Review and Hearing updates, including notes or comments,
7. Review and Hearing Dispositions, including notes or comments,
8. Citation Data Corrections,
9. Phone notes (to be shared with the City and Contractor),
10. License Plate Corrections and, Violation changes.

PHONE NOTES

Contractor shall keep phone notes on all troubled calls for later reference and follow-up for the City.

Contractor must allow the City access to the phone notes via remote Internet access using a web browser. City should have the ability to add phone notes remotely via Internet access using a web browser.

Phone notes should include the date, operator, reason for notes and any comments made by the operator. The system should have the ability to add multiple phone notes per citation.

Contractor must have call recording on all inbound and outbound customer service calls and must be accessible by city staff within 24 hours of the call via internet.

TRANSFER OF INFORMATION

The Contractor shall initiate transfer of information on a daily basis using an HTTP and with minimal assistance of City Staff.

The transfer of information process shall down-load citation information from personal computers and/or handheld units, and up-load personal computers and hand-held units with an updated list of habitual offenders and new tables lists.

HOST COMMUNICATIONS SOFTWARE

- a. Upload/download will occur, over the Internet using HTTP, unattended,
- b. Upload/download will occur to host system from multiple locations,
- c. Management reports will track integrity of upload and download, and
- d. Management reports will provide listings and counts of citations, voids.

SYSTEM ADMINISTRATION

At least two (2) levels of security shall be available for system administration vs. field personnel.

Uploaded citation files shall be backed up daily on host communication software.

REPORTING

The City reserves the right to approve or disapprove any and all report format(s).

Contractor shall provide reports with any and all information as requested by the City. Monthly reports shall be in a PDF format assessable via the Internet using a web-based system. The reports are due by the 7th of the month, and delivery or availability should be no later than the tenth (10th) calendar day of each month.

Contractor shall keep the monthly reports on the web site for a period not less than two years. All reports must be available to the City at any time.

Contractor shall demonstrate the existence of, or the ability to create the required reports by providing two (2) consecutive months of sample reports from existing accounts with the bid proposal and provide them via e-mail or to a ftp site for viewing.

Citation revenues reported shall represent actual fines collected, not the face value of citations.

Contractor shall provide daily batch totals, and a daily grand total of the previous day's receipts to the City's Collection office on a daily basis.

The City reserves the right to request additional reports on an as needed basis within forty-eight (48) hours.

Contractor shall be responsible for correcting all system malfunctions and errors attributable to the contractor at no cost to the City.

SYSTEM SECURITY AND BACK-UP PROVISION

Contractor shall maintain parking citation management system database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access. Contractor should define the web security used for access, reports and Credit Card processing.

Contractor shall make multiple back up files throughout the day. Contractor shall state the efforts taken to protect the data in the event a recovery process is required. At least one (1) of the back-up tapes shall be stored in an "off-site" location to insure protection of the City's vested interest.

I. CUSTOMER SERVICE

Contractor is responsible for responding to all inquires and initial complaints regarding the status or disposition of citations, vehicle registration, etc.

Contractor shall provide a toll-free telephone number accessible in and out of state for citation inquires.

The Contractor must provide Interactive Real-time Voice Response for all inquiries. Contractor must provide the details of how the system functions and provide details on instructions provided to the caller, such as: payment instructions, contesting and other information that is unique to the City.

Operator assistance must be provided by Contractor shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday PST, except City holidays.

Contractor shall be able to provide current information regarding the status of citations within one (1) working day of issuance for automated citations, two (2) working days of issuance for manually written citations; three (3) working days of payment for all citations; and three (3) working days of DMV holds for all citations.

Contractor shall immediately refer unresolved complaints by documenting the problem in phone notes and providing the name and telephone number of the designated departmental representative.

The City shall have the ability to log onto the Contractor's server and see/read the City's data. This inquiry shall be real-time data and the log-on will be performed using the Internet accessible through a web browser for inquiry and allow for multiple City users.

The inquiry capability shall include search by: license plate, citation number, registered owner and VIN. Available data shall include: history of citation listing, date of occurrence order, details of Administrative Reviews and hearings (including date and time of occurrence), review of hearing officer, reason for disposition, fees paid or fee waiver accepted and reactivation date (if applicable).

Citation simulation option shall be available. This function will allow the City to reproduce and print a simulation of the citation.

Payment detail shall be available. This function will provide the following: payment date, applied date (month data was applied for reporting), where payment was made (agency or DMV), amount paid, partial payment amount and date, notes capability, returned check date and amount and reason of returned check.

A notice function shall be provided. This function shall provide the City with the ability to view the information created for the delinquent notice and reproduce the notice if necessary.

A correspondence function shall be provided. This function will provide the City with the ability to inquire as to any phone notes maintained to the citation.

Registered owner information function shall enable the City to view the registered owner provided by the DMV and if there have been changes to the registered owner to determine who or why the change was made. For example, the name changed from a rental car agency or the City changed the address.

The extension date function will allow the City to inquire if any extensions were granted for due dates.

Contractor customer service staff must be able to provide a violator caller the following information: payment information, contesting instructions, location for walk-in payment, returned check information, refund information and extension dates.

J. EQUIPMENT & FORM SPECIFICATIONS

Contractor must provide for the handheld ticket writers:

1. **Hardware**, including, handheld computers, spares and supplies.

2. **Equipment** to support the upload/download processing and battery recharging.
3. **Any additional hardware** required for operation of the handheld system and units.
4. **Application software**, including:
 - a. Parking citation software that operates on the handheld ticket devices.
 - b. Any application software needed for the upload and download process.
5. **Supplies** for the handhelds, supplied by the vendor:
 - a. Paper – The paper shall be a minimum of twenty pound (20#) weight. All automated citations must be the standard size and meet the requirements for the type of printer proposed.
 - b. Envelopes – Contractor shall be required to provide payment envelopes to be provided to the violator with the citation. One envelope for each citation written. The envelopes shall be pre-printed with the payment location address. Envelopes should be a bright color in order for the citation to stand out on the violator’s windshield.
 - c. Weather Resistant Bags – Contractor shall be required to provide weather resistant bags to be utilized with the citation in inclement weather. The bags should be big enough to hold an unfolded citation and envelope. Contractor may quote an alternate method for generating weather resistant citations and envelopes.
6. **Software** for handhelds should include a “Site License” to allow for future expansions within the City at no additional cost for the software.
7. **Technical and user documentation** or instructions.
8. **Installation of the software** and application-specific hardware at the City.
9. **Systems integration support**, specifically with the citation processing software or service provider.
10. **Technical and end-user training**, Contractor shall provide adequate training for all hardware and software and reference manuals for all hardware and software.
11. **Support for system**, syncing process, transfer process integration and acceptance testing.
12. **Technical Support** and trouble-shooting.
13. **Follow-up maintenance** and user support for the handhelds and associated hardware and software.
14. **Contractor shall be responsible** for supplying any hardware, software and/or technical expertise or requirements necessary.

Contractor’s equipment shall be able to accept an ASCII flat file to electronically update the database. Contractor shall be responsible for supplying any hardware, software and/or technical expertise or requirements necessary to make this update process work.

Access to Contractor's computer system should be limited by passwords and secured against unwanted access. Passwords shall be able to grant varying levels of access to the Contractor's computer system, and shall be able to limit the ability to inquire and change citation information.

Contractor shall be responsible for the maintenance and repair of all leased equipment. Contractor agrees to repair or replace equipment that is not functioning properly within two (2) business days of notification.

Handheld ticket writing units, and personal computers, printers and modems (if applicable) shall be installed and ready for operation within thirty (30) days of the contract award date. The system conversion process should not hold up equipment and installation.

Contractor shall provide an outline of provisions for system failure in the proposal.

Contractor shall provide equipment that shall meet or exceed the following specifications:

HAND HELD CITATION WRITING UNITS

Contractor shall provide the City with four (4) hand-held citation-writing units, small and easy to use. The handheld computers shall meet the following minimum technical requirements:

- Each unit to be a one-piece, self contained unit with a built-in-thermal printer
- Weigh less than 12 ounces
- Readable and usable in all weather conditions
- Drop durability of 1.2 meters
- Operating temperature of -4°F to 122°F.
- Complies with the IP54 rating for dust and water-splash protection
- No loss of data while transferring data from handheld to server
- Photo taking capability to record violations and associate the photo with the citation issued
- Customizable programming
 - Handheld ticket-writing units shall be programmable and shall be able to produce citations that meet the format requested by the City and must meet at least the following:*
 - a) Support industry standard data fields such as license number, VIN, etc.,*
 - b) Include a Four Digit VIN Field,*
 - c) License number is the first information entered in issuing a citation*
 - d) Drop down lists when possible, including a full bail table with codes and descriptions,*
 - e) Support pre-defined comment codes and free-form comments,*
 - f) Supports standard location codes, descriptions,*
 - g) Meter number,*
 - h) Up to three violations per citation,*
 - i) Laptop version of the citation writing software, printable to an O'Neal 4" Microline Printer,*
 - j) Citations can be reprinted.*
- Operating system should be Windows Pocket PC or equal

- Display should be at least 3.5 inch color touch screen
- The ticket writer must include a real time clock that displays time in hours, minutes, seconds, date should be displayed in day, month and year
- Each unit must be capable of sound recordings as part of the software package
- The ticket writer must have an alarm that warns user of “battery low” with sufficient time to remedy the problem.
- Communication should be (via USB) RS232 serial for connection to PC

CITATION PRINTER UNITS

- Weigh less than 12 ounces
- Thermal printer
- Communication and interface capabilities should be RS-232 8PIN DIN connector Serial port, selectable baud rate 9600 to 115.2 kbps, Xon/Xoff, and Bluetooth capability
- All automated citations must be standard size and meet the requirements for the type of printer proposed
- Citations shall fit unfolded into an envelope accepted by the U.S. Postal Service for first class delivery requirements
- Printer should have capacity to hold up to 100 tickets
- Printer should attach to the ticket writer without the use of cables
- Both printer & ticket writer should charge together as a single unit using only one electrical plug
- The unit must have power sufficient for a nine (9) hour shift
- Citations should print instantaneously

Each unit shall be capable of daily downloading to the Parking Citation Management System and ultimately to the contractor’s computer system via the Internet without or little assistance from the City.

Units shall be capable of storing and displaying information, including a listing of habitual offenders and additional license plates with information pertaining to them.

The units shall have drop down lists wherever applicable, with complete City control of these lists.

All lists shall be up-loaded from Contractor’s database; other tables may include violation codes and fines; street names; vehicle makes, models and colors; officer, route information and remarks.

Contractor shall program handheld units in a manner acceptable to the City. Programming shall include, but may not be limited to violation codes and fines, street names, vehicle makes, models and colors, officer information, route information and remarks.

All personal computers shall be able to interface with Contractor’s computer system via the Internet. All computers shall be able to interface with handheld ticket writing units by connection as well.

In lieu of maintaining the entire database on each user department hard drive, each personal computer shall be equipped with all hardware and software needed to access the Contractor's computer system for inquiry purposes.

The Contractor's computer system shall allow the City to search the system for citation records by citation number, license plate number or registered owner's name.

The printers supplied by the contractor shall be laser quality, high-speed, state-of-the-art models compatible with the personal computers. Printers will be able to perform screen prints of the information provided by the contractor via the Internet. Contractor is responsible for providing software that enables those Personal Computers supplied by Contractor to produce screen prints of specific information such as citation number, amount due, amount paid, license/VIN, violation, location of violation, date of citation, registered owner, due date including a history of vehicle license. This does not include other information such as graphics or screen user layout as specified by the City.

Computers will be equipped with software capable of producing officer productivity reports and updating and modifying information contained in handheld units (i.e., fines, officer data, violation codes and street names).

The Contractor will be responsible for all personal computer training for each user department. The costs to provide software that communicates to the host system for inquiries shall be provided by the Contractor.

Equipment shall be capable of calculating a check digit routine and printing citation number and OCR scan line on the citation or a bar code as specified by City.

AUTOMATED CITATIONS

Contractor shall provide handheld citation writing units for lease or purchase, charging racks lease or purchase, and automated citation forms, envelopes, and weather resistant bags. Handheld ticket writing units will be programmable and will be able to produce citations that meet the format and layout requirements provided.

Handheld units shall generate citations on partially pre-printed, forms that can easily be fed through.

All automated citations must be the standard size and meet the requirements for the type of printer proposed. The paper shall be a minimum of twenty pound (20#) weight.

All automated citations issued shall contain a scan line on the left edge (7" length) that contains a citation number, amount of citation (total amount to be paid if more than one violation is indicated on citation), and a check digit for the entire scan line.

The scan line shall be printed in "OCR B" font type. The check digit routine shall be "Module 10" or some other industry standard. If some other industry standard

is used, the City shall make the final determination as to acceptability. The City may, at its option substitute a bar code in lieu of an “OCR B” font.

The City reserves the right to designate and approve the content and format of the information that shall be pre-printed on all citations. City reserves the right to designate and approve content and format of information that shall be imprinted by automated citation issuing units.

The City remittance address shall be pre-printed on the back of each citation, and shall include post net bar coding that includes the city, state and ZIP plus four (4) code, in a format that can be recognized by the U.S. Post Office.

Contractor shall provide remittance envelopes with each automated citation that shall accommodate an unfolded citation and personal check. In case of inclement weather, the Contractor shall also provide weather resistant bags that shall accommodate an unfolded citation and envelope. The envelopes shall either contain a window through which the City’s remittance address shall be clearly visible, or shall be pre-printed with the City’s remittance address.

All envelopes shall include post net bar coding that includes city, state and ZIP plus four (4) code, in a format that can be recognized by the U.S. Post Office.

AUTOMATED CITATIONS - SOFTWARE

The Equipment should run Microsoft’s Windows CE for Pocket PC’s operating system or equal and come standard with at least 96MB of memory. The memory should be sufficient for programs, files, and hot car list citations as well as all contact information, emails (if configured for email), documents sound recordings and photographs.

Contractor shall provide handheld citation writing equipment, software necessary to produce the citations, sync the tickets to a local host computer, transfer the tickets to the citation database, syncing hardware units and citation forms.

The City shall be able to change the order in which the data is entered. Software should allow for import to the Ticket Writers of a habitual offenders file. Software should allow for export of citation data in any format requested by the City.

WARRANTY AND MAINTENANCE

(Leased Handhelds/Hardware/except purchased handhelds) Contractor shall be responsible for any failure of the hardware during the term of the contract. Contractor shall be responsible for the maintenance and repair of all equipment. Physical damage to the device due to misuse will be the responsibility of the City to replace at the actual cost of replacing the hardware from the manufacturer.

(Purchased Handhelds) Any failure of the purchased handhelds occurring through normal use of the device must be covered for one year. Physical damage to the device due to misuse or accidental breakage will be the responsibility of the City to replace at the actual cost of replacing the hardware from the manufacturer. Any

stolen or lost hardware will also be the responsibility of the City to replace at the actual cost of the hardware from the manufacturer.

All software must be upgraded for the term of the contract at no charge to the City as the software is enhanced. Custom software will not be included as part of this no-charge upgrade.

K. COMPENSATION

CITATION PROCESSING

Contractor shall be compensated for each citation processed, based upon services provided and proposals submitted for each of the services provided. This fee structure should be based on the total parking citation volume.

ADMINISTRATIVE HEARING FEES

Services provided include accepting, scheduling, review and hearing first and second level administrative appeals. At times the Contractor will provide backup for Court appearances and notifying violators by phone and in writing of the decisions. The City will pay the court filing fee if the review and administrative hearing decisions are overturned by the Court. Contractor is to include fees for this service, if any, in the pricing proposal.

OUT-OF-STATE CITATIONS

Contractor shall be responsible for all fees payable to other states that shall enable the processing of out-of-state citations.

Contractor shall be compensated for the collection of out-of-state citations collected thirty (30) days or more after date of issuance.

OTHER COSTS

Contractor is responsible to list all costs for this project within the services listed on the price sheet. If there are other costs, they must be listed as a separate item.

BILLING

The Police department shall be billed for the processing of parking citations on a monthly basis. Payment terms are net 30.

PAYMENT REDUCTION

1. The City reserves the right to withhold up to one-hundred percent (100%) of the processing fee for each citation that is not processed within the timelines outlined above.
2. The City reserves the right to reduce the payment made to the Contractor, based upon the number of complaints per calendar month based on service received by City, which are determined to be legitimate by City's departmental representatives. Complaints may be tracked at the discretion of the City at any time. Complaints may be tracked by the Police Department, and penalties may be levied for complaints received in excess of 15 per calendar month. If more than the maximum number of complaints are received for non-billable services, the department shall deduct five percent (5%) from the month's invoice.

3. Failure to provide handheld ticket writers or the loss of citations due to handheld malfunctions is likely to result in damages to the City which is difficult to quantify. Therefore, the contractor shall be assessed penalties per the following:
 - a) The City reserves the right to reduce up to one hundred percent (100%) of the citation value from the payment to the Contractor for each citation that is lost due to unit malfunctioning.
 - b) The City reserves the right to reduce payment to the Contractor if more than two (2) units are out of service at one time due to unit failure not caused by mishandling by the City. The month's invoice will be reduced by five percent (5%), based on potential lost revenue and inconvenience.

SECTION III: GENERAL INSTRUCTIONS TO OFFERORS

1. **ACCEPTANCE PERIOD.** Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.
2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference, questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Purchasing Supervisor. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this meeting. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Purchasing Supervisor. Questions and comments regarding this solicitation must be submitted in writing, either by mail, facsimile or e-mail to the Purchasing Supervisor, City of Costa Mesa, 77 Fair Drive, Costa Mesa, California, 92626, faxed to (714) 754-5040 or e-mailed to: dcasper@ci.costa-mesa.ca.us, no later than ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding. Answers will be sent to all known proposal holders.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time. Amendments (addendums) may be

obtained from the City of Costa Mesa website at: www.ci.costa-mesa.ca.us. It is the offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Any interested offerors without internet access may obtain a copy of this solicitation by calling (714) 754-5212, or a copy may be picked up during regular business hours in the Purchasing Division, 77 Fair Drive, Costa Mesa, California 92626. The City of Costa Mesa takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming submittal non-responsive.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize themselves with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. **PREPARATION OF PROPOSAL:**
 - A. All proposals shall incorporate the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. The Proposal form and any solicitation amendments must be signed and returned with the proposal. The forms submitted shall be signed by a person authorized to submit an offer. An authorized signature on the Proposal form, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide services specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - C. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PROPOSAL/SUBMITTAL FORMAT:** An original and 3 copies (4 total) of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original". The material should be in sequence according to the RFP. The sections of the submittal should be clearly identifiable, including all the items listed in the RFP Check list, the completed Offer Form, all signed Amendments, Costa Mesa business license if offeror currently has one, and proof of insurance. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

8. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
9. **CONFIDENTIAL INFORMATION:** The City of Costa Mesa is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Purchasing Supervisor of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information.
10. **CERTIFICATION:** By signature on the Offer/Price Page section, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract.
 - E. The Offeror acknowledges that he/she has read and understands the City of Costa Mesa's Council Policy #100-5 for a "Drug-Free Workplace" (Attachment A) and hereby agrees to comply with required policy.
11. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Costa Mesa City Clerk's Office at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
12. **LATE PROPOSALS:** Late proposals will be rejected.
13. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires a proposal in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
14. **PROPOSAL OPENING AND RESULTS.** Please note that there will be no public opening of proposals. A list of the names of Contractors' who submitted proposals may be obtained within a reasonable time after the opening.

15. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
16. **CANCELLATION OF SOLICITATION:** The City may cancel this solicitation at any time.
17. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
18. **NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the city may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
19. **AWARD SELECTION PROCESS:** Selection of qualified Offerors will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; price proposal; support and services; qualifications and experience with similar types of efforts; and references. Additional questions may be asked of Offerors and demonstrations may be conducted. Offerors will be notified of any additional required information or demonstrations after the written proposals have been evaluated. The Offeror(s) selected will enter into a contract with the City.
20. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
 - (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and scope of work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed upon terms and conditions in the Contract documents. Award will be made to the Offerors submitting the most advantageous proposals after consideration of all Evaluation Criteria set forth in this solicitation. An Evaluation Committee will be established by the City of Costa Mesa. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to

establish weight factors that will be applied to the criteria depending upon order of importance. The award will be made in the best interests of the City after all factors have been evaluated.

21. **NOTICE OF INTENT TO AWARD:** A Notification of Intent to Award will be sent to the Offerors selected.
22. **EXECUTION OF CONTRACT:** The RFP, the Offeror's proposal, and the resulting purchase order will become incorporated as the complete contract. The Successful Offeror(s) shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the offeror(s) after the City of Costa Mesa executes the contract(s). In case of failure of the Offeror(s) to execute and return the contract and all required documents within the time allowed, the City of Costa Mesa may, at its option, consider that the Offeror(s) has/have abandoned the contract.
23. **COMPLIANCE WITH LAWS:** All proposals shall comply with current federal, state, and other laws relative thereto.
24. **DISQUALIFICATION OF OFFEROR(S):** If there is reason to believe that collusion exists among the Offerors, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Reasonable grounds for believing that any Offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Contractor is interested. Contractors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.
25. **EXPERIENCE AND COMPETENCY:** The successful offeror(s) shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful offeror(s) shall also have no less than three (3) years experience in the magnitude and character of the work proposal within the County of Orange. Each Offeror shall provide information about experience with the proposal. To determine the degree of responsibility to be credited to the Offeror, the City of Costa Mesa will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most responsive and responsible Offeror(s), consideration will be given not only to the financial standing, but also to the general competency of the Offeror for the performance of the work specified in the contract documents.
26. **INDEMNIFICATION:** Offeror(s) shall protect and indemnify the City, the City Council, and all of its or their officers, agents and servants against any claim or liability arising from or based on bidder's violation of any existing or future State,

Federal, and local laws, ordinances, regulations, orders or decrees pertaining to bidder's submittal.

Offeror(s) agree(s) to protect, defend, indemnify, save and hold harmless the City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (offeror's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of offeror shall be reduced by an amount proportional to the active negligence of City, if any.

Offeror shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal, or local laws applicable; and contractor shall indemnify and hold harmless City from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, or every nature and description, including attorney fees, that may be presented, brought or recovered against the City for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any work performed under this contract by offeror or any subcontractor or others performing on behalf of offeror.

The City does not, and shall not, waive any rights against offeror(s) which it may have by reason of the above hold harmless agreements, because of the acceptance by the City or the deposit with the City by contractor of any or all of the required insurance policies.

The hold harmless agreements by offeror(s) shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of offeror or any subcontractor or others performing on behalf of offeror, whether or not such insurance policies are applicable.

Offeror(s) shall require any and all subcontractors to afford the same degree of indemnification to the City of Costa Mesa and its elected and appointed boards, officers, agents, and employees that is required of offeror(s) and shall incorporate identical indemnity provisions in all contracts between offeror(s) and his/her subcontractors.

In the event that offeror(s) and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of offeror(s), or by a dangerous condition of City's property created by offeror(s) or existing while the property was under the control of offeror(s), offeror(s) shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

INSURANCE: Offeror(s) shall not commence work under this contract until he/she has obtained all insurance required under this section and the insurance has been

approved by City as to form, amount, and carrier, nor shall offeror(s) allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of offeror(s) to supply specified insurance policies and coverage, nor the failure of City to approve same shall alter or invalidate the provisions of this contract.

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City of Costa Mesa's Risk Management satisfaction.

WORKERS' COMPENSATION INSURANCE: Offeror(s) shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, offeror(s) shall require all subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days advance written notice of such cancellation to City.

Offeror(s) is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply, with such provisions before commencing the performance of the work of this contract.

LIABILITY INSURANCE COVERAGE: Offeror(s) shall obtain and maintain during the life of this contract the following insurance coverage:

Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors, personal injury.
Automobile liability, including owned, hired, and non-owned vehicles.

The above insurance coverages shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence and aggregate.

Endorsements to the policies providing the above insurance shall be obtained by offeror(s), adding the following three provisions:

Additional insureds: (For Commercial General Liability only)

“The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement.”

Notice:

“Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City.”

Other Insurance:

“Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

All insurance carriers utilized by the offeror(s) or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require offeror’s insurance carrier(s) to be admitted insurers in the State of California.

- 27. INDEPENDENT CONTRACTOR:** Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Costa Mesa. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of City of Costa Mesa.
- 28. INTERPRETATION OF CONTRACT DOCUMENTS:** If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he/she may submit to the City of Costa Mesa a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to the City of Costa Mesa Purchasing Division Attn: Debbie Casper, C.P.M., CPPB, Purchasing Supervisor, by mail at PO Box 1200, Costa Mesa, California, 92626, by e-mail dcasper@ci.costamesa.ca.us or by facsimile to (714) 754-5040 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City of Costa Mesa considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City of Costa Mesa as having received contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall

be without legal or contractual effect. It is the responsibility of each Contractor to ensure the City of Costa Mesa has their correct business name and address on file. Any prospective Contractor who obtained a set of contract documents from anyone other than the City of Costa Mesa is responsible for advising the City of Costa Mesa that they have a set of contract documents and wish to receive subsequent Addenda.

- 29. BUSINESS LICENSE:** The Offeror(s) shall have a valid City of Costa Mesa business license prior to providing service for the City of Costa Mesa.
- 30. KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

SECTION IV. GENERAL TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS: Except as noted hereunder, Successful Contractor(s) may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City.

ATTORNEY FEES: In the event a lawsuit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE CITY: Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, provided under this contract. The City shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT: Without CAUSE, the City may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. With cause, the City may cancel this contract at any time with ten (10) days written notice to the Contractor. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Contractor may not cancel this contract without prior written consent of the Purchasing Supervisor.

CHANGES IN WORK: The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The Offeror shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

COMPLIANCE OR DEVIATION TO SCOPE OF WORK/SPECIFICATIONS: Offeror hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Offeror's response. Contractor may submit an attachment entitled "Exceptions to Specifications", which must be signed by Offeror's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive.

CONTRACT INCORPORATION: This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Contractor's successful submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract. Contractor's signed Proposal and City's written acceptance shall constitute a binding contract.

FORCE MAJEURE: If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. Neither party to the Agreement shall be held responsible for delay or default for causes shown above which is beyond that party's reasonable control. City may terminate the Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the Agreement.

LACK OF FUNDING: The City may delete a copier or the copiers during the term of this contract without further obligation in the event that budgetary funding has been discontinued or the machine user unit has been discontinued. The Contractor shall receive written notification or either condition as soon as practically possible, but no later than thirty (30) days prior to termination.

LABOR STRIKE: Contractor shall be responsible for its own labor relationships and shall negotiate and be responsible for resolving any and all disputes between itself and its employees or any union representing its employees. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying, will delay, or threatens to delay, the timely performance of services under this contract, Contractor shall immediately give written notice thereof to the City's Facilities & Maintenance Supervisor, or his designee. It shall be the Contractor's responsibility to provide continuous services,

without interruption, to all buildings and facilities specified herein throughout the term of the contract. In the event of a labor strike, Contractor shall provide the means, at Contractor's expense, to provide continuous services in full compliance with contract requirements. Failure to do so will cause the City to take whatever action is necessary to provide the services. If, in doing so, City incurs costs in excess of those that would have been paid to the Contractor for the same services, these excessive costs shall be paid by the Contractor.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS: The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

LAWS GOVERNING CONTRACT: This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PROOF OF INSURANCE: The Successful Contractor must furnish the City with the Certificates of Insurance proving coverage of General Liability, Workers' Compensation and Automobile insurance. (See Indemnification and Insurance Requirement pages 28-31, and Terms & Conditions page 36 item #15). If you have any questions regarding the insurance requirements for the City of Costa Mesa, please contact Jennifer Sommers in the Risk Management Office at (714) 754-5228.

SEVERABILITY: If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO: The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

STANDARD TERMS AND CONDITIONS: In addition to the terms and conditions of the RFP, the standard terms and conditions shall also apply to this contract (page 36).

TERMINATION: If, in the City's determination the Contractor violates any of the conditions or covenants of the Contract Documents, including refusal or failure to perform the work or any separable part thereof with diligence and in accordance with the schedule specified by the Contract Documents, or if the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or the Contractor or any of Contractor's subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements

satisfactory to the City have been made for correction of said violations. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's best interest. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a notice of termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination. After receipt of notice of termination, and except as directed by the Facilities & Maintenance Supervisor or his/her designee, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this clause, immediately proceed with the following obligations:

- a) Stop Work as specified in the notice.
- b) Complete any Work specified in the notice of termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- c) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- d) Terminate all subcontracts or vendor agreements to the extent that they relate to the portions of the Work terminated.
- e) Place no further subcontracts or orders, except as necessary to complete the continued portion, if any, of the Contract.
- f) Submit to the Facilities & Open Space Manager within ten (10) days from the effective date of the notice of termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials, machinery, equipment, tools and supplies through the effective date of the notice of termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract documents to incur, shall: (i) be submitted to and received by the Director no later than thirty (30) days after the effective date of the notice of termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the City's Termination." In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, all actual reimbursable costs incurred according to the provisions of this Contract. The Contractor may terminate the Contract upon ten (30) days written notice to the City, whenever: (1) the entire Work has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor, and notice to resume the Work or to terminate the Contract has not been received from the City within this time period; or (2) the City should fail to pay the Contractor any undisputed billings in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the City except for Work performed as of the date of termination.

UNFORESEEN DIFFICULTIES: All loss or damage arising out of the nature of the Work to be done under the Contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the Work and in the prosecution of the same, or from encumbrances on the line of work, shall be sustained by the Contractor, except as may be otherwise specifically provided by the Contract Documents.

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit or creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

WORK ORDER CONDITIONS

13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
14. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
16. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
17. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
18. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

MISCELLANEOUS CONDITIONS

19. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

(5146-22)

SECTION V. EVALUATION OF PROPOSALS AND NEGOTIATIONS

Proposals must fully address the evaluation factors; contain complete technical submittals, references and data to verify qualifications and experience that address the Contractor's ability to provide parking citation processing services and the equipment as outlined in the specifications. All proposals will be reviewed for compliance with specifications including documented capability to perform the prescribed work in a satisfactory manner. Offerors shall respond to all requirements in the order in which they are presented.

Proposals, which appear to be compliant, shall be evaluated in accordance with the following:

Method of Approach - This set of criteria assesses how well the offeror responds to and demonstrates understanding of the RFP. It assesses how well the service meets the required specifications and objectives of the department including the quality and completeness of the proposal. The following factors will be taken into consideration:

- 1) Overall responsiveness of the proposal.
- 2) Thoroughness of responses and demonstrated understanding of the requirements.
- 3) Ability of the proposal to meet all aspects of parking citation requirements; including: electronic citation issuance, processing, collection, reporting, software, hardware, and annual maintenance for software, equipment, and providing consumable supplies.
- 4) Customer service & quality assurance – The proposal should provide details on how your company provides customer service to both the City and those receiving tickets and how your system addresses accuracy in the data provided online.
- 5) Communication – The proposal should address how you will communicate with both the Traffic Division of the Police Department and the Treasury Division of the Finance Department to ensure compatibility and uniformity.

Technical Requirements - This set of criteria assesses the technical capabilities of the offeror and how well they meet the required specifications. The following factors will be taken into consideration:

- 1) Technical competence – business operations and equipment solutions offered.
- 2) Ability of the Contractor to interface on-line with DMV, to receive registered owner information from other states, to enter manual citations, to enter payments, and voids. Ability to track each step of the administrative review process, ability to include the reason for the disposition, review/hearing officer, reduction of penalties, and any comments necessary to review disposition on-line. Ability to suspend dispositions of all steps of reviews and hearings, ability to track each step of the administrative review process, include reason for disposition, provide review/hearing officer name and any comments necessary to review disposition on-line.
- 3) Ability to suspend citations, reactivate citations, enter bank returned checks and to extend citations automatically (due date and reactivation). The Contractor should have the ability to produce a citation simulation from a local computer for both automated and manual citations.
- 4) On-line reporting capability.
- 5) Data back up system provisions.

ALL Proposals submitted will be required to address the following functionality in their submittal.

- Processing Software Fully Operational
- Web based Internet System
- Secured Web Site for Remote access and Report access
- Internet accessibility for inquiries, remote access and remote data entry using a web browser
- Monthly reports available using the Internet and a web browser
- Reports should be able to print from the internet without special software
- Payment processing services, including partial payments and payment plans
- Credit Card Processing processed over the web, IVR 24/7, or through an operator during normal working hours
- Three days or less handling time for citation payment and processing
- 24/7 Toll Free Custom Customer service phones using Interactive Voice Response (IVR)
- IVR should be available in English and Spanish
- IVR should include custom greeting, citation status, payment due, contesting instructions with final date for contesting, payment mailing instructions, and credit card option
- Remote Access with Data Input Capability
- Daily Automated notification to the DMV of registration-hold & releases

Qualifications & Experience - The Offeror's history of performance and demonstrated ability in providing the service will be assessed. These criteria will focus on offeror's prior record of performance with other cities or governmental agencies.

- 1) Provide a general overview of your company, including the number of years in business, corporate headquarter location, type of business, principal place of business, number of employees and background and experience in the collection of parking citations.
- 2) Detail the firm's experience in handling major contracts to provide parking citation management for similar agencies of similar size, with dates of completion, agency name, contact person, and telephone numbers.
- 3) Offeror shall identify proposed staff members who would be involved in implementing and operating the services contained herein. Proposal should include information for each staff member of their involvement with projects of similar or identical scopes.
- 4) Nature and size of current and past accounts.
- 5) References and results of reference checks.
- 6) Has your organization ever failed to complete any work awarded to it?

Proposed Costs - The lowest price proposal will not necessarily be selected, and technical proposals will be weighed more heavily than costs to insure that the City is procuring best value versus lowest price.

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. The City may request a best and final offer from the top ranking firms for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS

A. *Shortlist:*

The City reserves the right to shortlist the Offerors on all of the stated criteria. However, the City may determine that short listing is not necessary.

B. *Interviews/Demonstrations:*

The City reserves the right to conduct interviews and/or demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews/demonstrations are not necessary. In the event interviews/demonstrations are conducted, information provided during the interview/demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

Demonstrations will be held at a time and place specified by the City. The Contractor's key project team members will be invited to attend the interview/demonstration.

C. *Additional Investigations:*

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. *Prior Experience:*

Experiences with the City may be taken into consideration when evaluating qualifications and experience.

E. *Overall Evaluation of the Proposal Response:*

The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

F. *Post-Proposal Discussions with Offerors:*

It is the City's intent to commence final negotiation with the Offeror(s) deemed most advantageous to the City. The City reserves the right to conduct post-proposal discussions with any Offeror(s).

Assuming applicable insurance requirements are met, the offeror with the highest overall number of points will be recommended for award of the contract.

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. Offerors shall respond to the final written RFP and any exhibits, attachments and amendments. All offerors shall verify if any addendum for this project has been issued by the City. It is the offeror's responsibility to ensure that all requirements of contract addendum are included in the offeror's submittal.

The City reserves the right to reject any or all proposals and the right to waive minor irregularities in any proposal. Waiver of one irregularity does not constitute waiver of any other irregularities.

Evaluation of the proposals is expected to be completed within 45 days after their receipt. When the evaluation team has completed its review of the proposals and determined which proposal will be accepted, the Purchasing Department will send a written Notice of Intent to Award to the successful Contractor. The award is subject to City Council approval.

SECTION VI: OFFEROR’S PROPOSAL RESPONSE REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified. All offerors are expected to provide detailed answers to the following points. The answers provided will be relevant in the evaluation process of the proposal. Additional information, if provided, should be separately identified in the proposal.

- 1) **Title page** shows the RFP subject, the name of the offeror's firm, local address, telephone number, contact person and date of the proposal.
- 2) **Table of Contents** should clearly identify the material by section and page number.
- 3) **A cover letter** on the firm's letterhead should summarize the proposal and is to be signed by an individual authorized to execute legal documents on behalf of the proposing firm. The cover letter should include a summary of the qualifications of the firm to perform the services described herein, including, but not necessarily limited to the firm's previous experience in performing similar services for other municipalities.
- 4) Company's detailed information. Please complete the **Offeror's Information** (page 42).
- 5) **A list of references** from other municipalities for similar projects including the name of the organization and the primary contact person(s). Offeror should provide a minimum of three (3) business references, specifically local government agencies, in Southern California for whom services similar to those outlined herein have been provided or are currently being provided. The reference information should include: the clients name, project description, project dates (starting and ending), client project manager name, telephone number and e-mail. (page 43).
- 6) Include your **qualifications and experience with parking citation processing**. Does your company have any unique qualifications or expertise? If so, please describe these qualifications and comment on how they would benefit the City.
- 7) Describe, in detail, the firm's **method of approach to the scope of work** as defined in the specifications in Section II.
- 8) **Outline of the proposed work plan**. Clearly describe the scope of work for this project and provide time line for the activities and deliverables with the outline of the proposed work plan.
- 9) The **description of the contract team** should include the names, title and qualifications of the proposed contract manager and support staff who will be conducting the work on this assignment, including their experience and projects in which they had "hands on" responsibility and length of time with the firm. The contract manager will be expected to be fully involved and conversant in the details of day-to-day processes.
- 10) Describe details of the proposed implementation plan and training that will be provided for utilization of your parking citation processing program.
- 11) Provide details of equipment offered in the proposal - **handheld ticket writers and printers** including warranty information. (The City currently leases 4 handheld units).
- 12) Describe your company's capabilities for customer technical assistance (e.g. – on-call, hotline, technical assistance, online support). Describe a typical phone call for telephone technical support. Who do we call? Will our contact be immediately available? What is your usual response time?
- 13) Response to Proposal Questions (page 41).
- 14) Submit response to **Section VII- Offer/Cost Proposal** (page 45-48).

OFFEROR'S INFORMATION

Please complete and/or provide all requested information. Incomplete offers may be rejected.

If the proposal is by corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the City of Costa Mesa.

Legal Name: _____

Address: _____

Telephone: (_____) _____
Area Code

Fax: (_____) _____
Area Code

Federal Tax I.D. Number: _____ Incorporated: Yes _____ No _____

Legal form of company: (partnership, corporation, joint venture) _____

If company is wholly owned subsidiary of a "parent company", identify the "parent company".

Vendor Contact Person: _____

E-mail address: _____

Contractor must possess a Costa Mesa business license prior to contract award.

1. Length of time your firm has been in business: _____
2. Length of time at current location: _____
3. Type, number and city of business license(s): _____
4. Normal business hours: _____ a.m. to _____ p.m.

REFERENCES

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Name	
Contact Individual	
Telephone & FAX number	
E-mail	
Address	
Description of services provided including contract amount, when provided and project outcome	

Customer Name	
Contact Individual	
Telephone & FAX number	
E-Mail	
Address	
Description of services provided including contract amount, when provided and project outcome	

Customer Name	
Contact Individual	
Telephone & FAX number	
E-Mail	
Address	
Description of services provided including contract amount, when provided and project outcome	

PROPOSAL QUESTIONS

Please submit your answers to the following questions as part of your proposal.

Daily Collections

1. Do you send a Courtesy Notice? ___Yes ___No
-

Delinquent Collections

2. Number of notices sent? _____
3. Define when your company sends delinquent notices and the criteria used to determine delinquency? _____
-

California DMV

4. Provide the number of attempts per citation your company makes to obtain registered owner information. _____
5. Are you online with the CA DMV? _____
6. How many times a week does your company obtain registered owner information? _____
7. How many times a week does your company place holds? _____
8. How many times a week does your company place releases? _____
9. Does your company have the ability to perform individual lookups? _____

Out of State DMV

10. Provide the number of attempts per citation your company makes to obtain registered owner information. _____
11. List the states your company is currently online with. _____
12. List the states your company currently obtains in a manner other than online. _____
13. Do you use a third party company to obtain registered owner information? _____

Office Information

14. Provide the address of the office where the City's contract will be serviced from. _____
15. Number of full time employees in the office that will service this contract. _____

SECTION VII. OFFER/COST PROPOSAL

Responding to **RFP No. 1136 for Parking Citation Processing Services**, the undersigned Offeror agrees to provide parking citation processing for the Police Department per the specifications.

Offeror further agrees, in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract.

F.O.B. Point. All shipments shall be made F.O.B. destination, Costa Mesa, California. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the City of Costa Mesa, even if the City of Costa Mesa agrees to pay for shipping and handling. The City of Costa Mesa will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the line provided.

Signatures. All information submitted by Offeror, including signatures, must be original. Copies will not be accepted.

Taxes. The City of Costa Mesa will calculate the California Sales Tax at 8.75% (Orange County rate) on any consumables or taxable items and pay it to Successful Bidder(s) who are California suppliers or out-of-state suppliers who are registered with State of California and who have the appropriate California Seller's Permit. The City of Costa Mesa will pay the State Sales Tax directly to the State of California when the Successful offeror is not registered with the state to collect it. The City of Costa Mesa is exempt from Federal Excise Tax.

Please quote your most competitive pricing, INCLUDING ANY GOVERNMENT OR CO-OPERATIVE AGREEMENT PRICING. Offers that are not filled out completely will be ruled nonresponsive and will not be evaluated. Offeror is to complete and include all requested information, including signatures, and return all pages of the bid as the bid submittal.

"PIGGYBACK" CLAUSE Contractor shall indicate below if he will extend the same prices, terms, and conditions of his offer to other public agencies: ___ Yes ___ No. Contractor's response to this question will not be considered in award of offer. When the Contractor extends the prices, terms, and conditions of this offer to other public agencies, the contract shall be between Contractor and the other agencies, and the City of Costa Mesa shall bear no responsibility or liability for the contracts.

Credit Card Payment: Will payment be accepted via commercial credit card for the City's monthly charges? ___Yes ___No

Discounts: The following discounts **will** be considered in award of this solicitation.

Payment Discount: Discount for payment of invoice within 20 days of receipt is: _____ %. Payment discounts of 20 or more days will be considered in award of bid. The City of Costa Mesa will not take discounts that are not earned.

Term of Offer: It is understood and agreed that this bid may not be withdrawn for a period of **ninety- (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder's Acknowledgement Of His/Her Understanding Of The Terms and Conditions: Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this be for the bidder.

Representations Made Under Penalty Of Perjury: The representations herein are made under penalty of perjury. We hereby offer to sell the City of Costa Mesa the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

OFFER

Offeror acknowledges by signing below that Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

TO THE CITY OF COSTA MESA:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Name

E-mail

Phone

Fax

Title

COST PROPOSAL

All fees for service must be clearly identified in response to this RFP. For each item listed that is not included in the base price, provide the annual charge (if applicable) and the basis for the fee. Pricing should be based on approximately 26,000 citations per year.

COST CATEGORY	DOLLAR AMOUNT OR EXPLANATION
Parking Citation Processing of Manual Citations (cost per citation)	
Parking Citation Processing of Electronic Citations (cost per citation)	
<i>Confirm the following services are provided at no cost; if a cost is associated, please check the 'No' column and provide a cost. If a service is not available, please check the 'No' column and enter "Not Available" in the Explanation column.</i>	

COST CATEGORY	YES	NO	DOLLAR AMOUNT OR EXPLANATION
Acquisition of Registered Owner Information			
Courtesy Notice sent			
Follow up courtesy notice if responsible party is changed			
Processing of bad addresses or undeliverable mail			
Manual Payments keyed			
Refunds processed			
Payment plans processed			
Payment plan letters sent			
Postage for all mailings			
Live customer service department available from 8 a.m.-5 p.m. (Pacific Standard Time)			
IVR available to take payments, 24/7			
Call recording on all inbound and outbound customer service calls			
Website available for information and payments, 24/7			
ESCROW ACCOUNT BANKING	DOLLAR AMOUNT OR EXPLANATION		
<i>Please provide a detailed cost for each of the below listed items:</i>			
Monthly cost			
Issue refund checks			
Pay county and state taxes			
Process NSF's and send NSF letters			
Process Credit Card chargebacks			
Postage for all mailings			
<i>Confirm the following services are provided at no cost; if a cost is associated, please check the "No" column and provide the cost. If a service is not available, please check the "No" column and enter "Not Available" in the Explanation column.</i>			

OUT OF STATE COLLECTIONS	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Acquisition of registered owner information			
Provide the number of attempts per citation your company makes to obtain registered owner information			

DELINQUENT COLLECTION			%
Provide the number of notices sent as part of the of the delinquent process			
Are the following items included in the cost identified above:			
	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Postage and notices for all mailings			
Processing of bad addresses or undeliverable mail			
Define any additional charges related to Delinquent Collections			
PARKING CITATION ADJUDICATION PROCESSING			
Please provide a cost for each of the below listed items:			
Process and Perform Administrative Reviews for City			
Schedule and Process Hearings			
Send all adjudication correspondence to the Citizen			
Send all adjudication packets to the Hearing Officer			
Please provide any additional costs associated with the Adjudication Process			
FRANCHISE TAX BOARD PROCESSING			
Cost to obtain Social Security Number:			
Does the Company charge per Cite or per Responsible Party?			
% of Collections:			%
Are the following items included in the cost identified above:			
	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
FTB Notice sent			
Payments keyed			
Individual SSN look ups to confirm responsible party			
Live customer service department available from 8am-5pm pst			
IVR available to take payments, 24/7			
Call recording on all inbound and outbound customer service calls			
Website available for information and payments, 24/7			
HEARING OFFICERS			
Hourly Cost for Hearing Officer			\$ /per hour
Are the following items included in the cost identified above:			
	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Does Company supply Hearing Officers?			
Is a minimum charged? if yes please explain.			
Are in-person Hearings offered?			
Are written Hearings offered?			
Are toll-free phone Hearings offered?			

HANDHELD UNITS			DOLLAR AMOUNT OR EXPLANATION
Provide Cost to purchase handheld unit (enter price per each unit)			
Provide Monthly Lease rate per handheld unit (based on a 3-year lease period)			\$ / 3 years
	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
At end of lease period, please indicate whether the City owns the units			
Provide Monthly Maintenance fee for each handheld unit			\$ / per month per unit
Are the following items included in the cost identified above:			DOLLAR AMOUNT OR EXPLANATION
Replacement of unit within 48 hours or new or like unit			
Automatic updates of bail schedules, officers, locations, etc.			
SUPPLIES	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Description and cost of supplies for handheld units			
TRAINING AND INSTALLATION	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Provide cost for on-site training and installation			
Please provide hours and duration of initial on-site training			Hours / Days
Please provide hourly cost if additional training is required			\$ / per hour
ONE-TIME FEES (IF APPLICABLE)	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Cost of data conversion			
Provide details			
OTHER COSTS IF ANY			
ESTIMATED TOTAL ANNUAL PROPOSAL PRICE (BASED ON 26,000 CITATIONS)			\$

ATTACHMENT A**CITY OF COSTA MESA, CALIFORNIA****COUNCIL POLICY**

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	1 OF 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a subgrantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This Policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.
- D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation.
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction.
- F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency.
- G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.
2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3
<p>B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.</p> <p>C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.</p> <p>3. Should any Contractor and/or subgrantee be deemed to be in violation of this Policy pursuant to the provisions of 2.A, B and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the Contractor and/or subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.</p>			

ATTACHMENT B – SAMPLE PSA
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2010 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a (“Consultant”).

W I T N E S S E T H :

- A. WHEREAS, City proposes to have Consultant perform the services described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Invitation for Bids (“IFB”) attached hereto as Exhibit “A” and incorporated herein by reference and Bidder’s Response to City’s IFB (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant’s performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant’s sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “____,” attached hereto and made a part of this Agreement (the “Fee Schedule”). Consultant’s compensation shall in no case exceed _____ Dollars (\$00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City’s Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all the Consultant’s services which have been completed to City’s sole satisfaction. City shall pay Consultant’s invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement will commence upon notification/request by the City representative as described in the Scope of Work and Standards section on page 3 of this Agreement. Said services shall be performed in strict compliance with the Scope of Work and Standards as stated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on February 28, 2011 and can be renewed on an annual basis for three additional one year periods, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

- a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- c) Workers' compensation insurance as required by the State of California.
- d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- a) Additional insured: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insured with respect to this subject project and contract with City."
- b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverage and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by

complying with all provisions set forth in City’s Council Policy 100-5, attached hereto as Exhibit “A” and incorporated herein by reference. Consultant’s failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys’ Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers’ compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from City’s use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250

et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against

whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Prevailing Wage. Consultant shall comply in all respects with Title 40 U.S.C. Section 276a, also known as "The Davis-Bacon Act," where Federal government funds are involved and Consultant shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

Contractor who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Federal government, shall furnish each week to City a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, and then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so; the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date

CONSULTANT

Signature

Date

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk



CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT
PURCHASING

March 23, 2010

Addendum #1 – RFP 1136

Request for Proposals for Parking Citation Processing Services

The following changes and updates are to be included into the request for proposals for RFP 1136 as a result of the pre-proposal meeting of March 18, 2010. As a reminder, proposals are due on Thursday, April 8, 2010 at 3:00 p.m. in the City Clerk's Office.

Offerors are encouraged to submit written questions, via e-mail, at least ten days prior to the Request for Proposal due date to the Purchasing Supervisor.

Page 10 – PAYMENT PROCESSING; Second Paragraph Clarification – “Contractor is to pick up the mail from the post office at least once per day, and sort and batch all incoming mail by postmark date for payment posting.”

Change to “Contractor is to pick up the mail from the post office at least once per day, Monday – Friday, excluding City holidays, and sort and batch all incoming mail by postmark date for payment posting.

Page 19 – 22 J. EQUIPMENT & FORM SPECIFICATIONS – HAND HELD CITATION WRITING UNITS (beginning on page 19) The following replaces the pages in the RFP.

HAND HELD CITATION WRITING & PRINTER UNITS

Contractor shall provide the City with four (4) hand-held citation-writing & printing units, small and easy to use. The handheld computers shall meet the following minimum technical requirements:

- Each citation writing unit and printer unit should function as a single unit
- The complete unit should be light weight and ergonomic
- Readable and usable in all weather conditions
- Drop durability of 1.2 meters
- Operating temperature of -4°F to 122°F.
- Complies with the IP54 rating for dust and water-splash protection
- Display should be at least 3.5 inch color touch screen
- The ticket writer must include a real time clock that displays time in hours, minutes, seconds, date should be displayed in day, month and year
- The ticket writer must have an alarm that warns user of “battery low” with sufficient time to remedy the problem.
- Optional ability - Photo taking capability to record violations and associate the photo with the citation issued (desirable functionality)

- Communication should be possible through City computers
- No loss of data while transferring data from handheld to server
- Thermal printer
- Bluetooth capability
- All automated citations must be standard size and meet the requirements for the type of printer proposed
- Citations shall fit unfolded into an envelope accepted by the U.S. Postal Service for first class delivery requirements
- Memory in units should have capacity to hold up to 100 tickets, the memory should be sufficient for programs, files, and hot car list citations as well as all contact information, emails (if configured for email), documents and photographs
- Both printer & ticket writer should charge together as a single unit using only one electrical plug
- The unit must have power sufficient for a nine (9) hour shift
- Citations should print instantaneously
- Customizable programming

Handheld ticket-writing units shall be programmable and shall be able to produce citations that meet the format requested by the City and must meet at least the following:

- a) Support industry standard data fields such as license number, VIN, etc.,*
- b) Include a Four Digit VIN Field,*
- c) License number is the first information entered in issuing a citation,*
- d) Drop down lists when possible, including a full bail table with codes and descriptions,*
- e) Support pre-defined comment codes and free-form comments,*
- f) Supports standard location codes, descriptions,*
- g) Meter number,*
- h) Up to three violations per citation,*
- i) Citations can be reprinted.*

Each unit shall be capable of daily downloading to the Parking Citation Management System and ultimately to the contractor's computer system via the Internet without or with little assistance from the City.

Units shall be capable of storing and displaying information, including a listing of habitual offenders and additional license plates with information pertaining to them.

The units shall have drop down lists wherever applicable, with complete City control of these lists.

All lists shall be up-loaded from Contractor's database; other tables may include violation codes and fines; street names; vehicle makes, models and colors; officer, route information and remarks.

Contractor shall program handheld units in a manner acceptable to the City. Programming shall include, but may not be limited to violation codes and fines, street names, vehicle makes, models and colors, officer information, route information and remarks.

All City computers shall be able to interface with Contractor's computer system via the Internet.

The Contractor's computer system shall allow the City to search the system for citation records by citation number, license plate number or registered owner's name.

AUTOMATED CITATIONS

Contractor shall provide handheld citation writing units for lease or purchase, charging racks lease or purchase, and automated citation forms, envelopes, and weather resistant bags. Handheld ticket writing units will be programmable and will be able to produce citations that meet the format and layout requirements provided.

Handheld units shall generate citations on partially pre-preprinted, forms that can easily be fed through.

All automated citations must be the standard size and meet the requirements for the type of printer proposed. The paper shall be a minimum of twenty pound (20#) weight.

All automated citations issued shall contain a scan line that contains a citation number, amount of citation (total amount to be paid if more than one violation is indicated on citation).

The City reserves the right to designate and approve the content and format of the information that shall be pre-printed on all citations. City reserves the right to designate and approve content and format of information that shall be imprinted by automated citation issuing units.

The City remittance address shall be pre-printed on the back of each citation, and shall include post net bar coding that includes the city, state and ZIP plus four (4) code, in a format that can be recognized by the U.S. Post Office.

Contractor shall provide remittance envelopes with each automated citation that shall accommodate an unfolded citation and personal check. In case of inclement weather, the Contractor shall also provide weather resistant bags that shall accommodate an unfolded citation and envelope. The envelopes shall either contain a window through which the City's remittance address shall be clearly visible, or shall be pre-printed with the City's remittance address.

All envelopes shall include post net bar coding that includes city, state and ZIP plus four (4) code, in a format that can be recognized by the U.S. Post Office.

AUTOMATED CITATIONS - SOFTWARE

Contractor shall provide handheld citation writing equipment, software necessary to produce the citations, sync the tickets to a local host computer, transfer the tickets to the citation database, syncing hardware units and citation forms.

The City shall be able to change the order in which the data is entered. Software should allow for import to the Ticket Writers of a habitual offenders file. Software should allow for export of citation data in any format requested by the City.

WARRANTY AND MAINTENANCE

(Leased Handhelds/Hardware/except purchased handhelds) Contractor shall be responsible for any failure of the hardware during the term of the contract. Contractor shall be responsible for the maintenance and repair of all equipment. Physical damage to the device due to misuse will be the responsibility of the City to replace at the actual cost of replacing the hardware from the manufacturer.

(Purchased Handhelds) Any failure of the purchased handhelds occurring through normal use of the device must be covered for one year. Physical damage to the device due to misuse or accidental breakage will be the responsibility of the City to replace at the actual cost of replacing the hardware from the manufacturer. Any stolen or lost hardware will also be the responsibility of the City to replace at the actual cost of the hardware from the manufacturer.

Page 24 – PAYMENT REDUCTION Number 3. – The requirements for payment reduction will remain the same. This provides the City with the option of requesting liquidated damages if the handheld ticket writer should malfunction and provides direction on how that can be applied. By leaving this in the solicitation, the City feels the equipment offered will be the most efficient and effective equipment and that this will be a non issue.

Page 46 – COST PROPOSAL - Clarification on instructions for the Cost Proposal, *"Confirm the following services are provided at no cost; if a cost is associated, please check the 'No' column and provide a cost. If a service is not available, please check the 'No' column and enter "Not Available" in the Explanation column.*

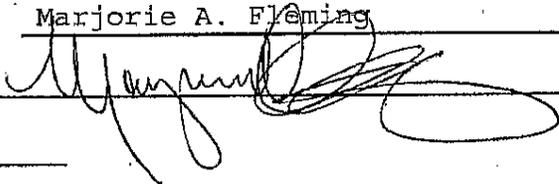
Change to "Confirm the following services are included in the price or are provided at not cost by placing a check in the 'YES' column. If a cost is associated, please check the 'NO' column and provide a cost. If a service is not available, please check the 'NO' column and enter "Not Available" in the explanation column."

Page 46 – ESCROW ACCOUNT BANKING – Currently the City is not using an escrow account for refunds, however if your company is able to provide this, please provide the information for future consideration if the City chooses to utilize this service.

Please sign this addendum sheet and return as part of your bid submittal.

Company name: Data Ticket, Inc.

Representative name (print): Marjorie A. Fleming

Representative signature: 

Date: 4/5/10

Debbie S. Casper, C.P.M., CPPB
Purchasing Supervisor

EXHIBIT B
RESPONSE AND SCOPE OF SERVICES



April 7, 2010

City of Costa Mesa
Ms. Debbie Casper, C.P.M., CPPB
Purchasing Supervisor
Attn: City Clerk's Office
77 Fair Drive, 1st Floor – Room 100
Costa Mesa, California 92626

Dear Ms. Casper:

Data Ticket, Inc. appreciates the opportunity to respond to the Request for Proposals for Parking Ticket Citation Processing Services for the City of Costa Mesa, (Proposal No. 1136) and responds positively to all requirements therein. Data Ticket concentrates all its resources on providing superior parking and administrative citation processing and service to public agencies like the City of Costa Mesa. For over 21 years we have been providing on-line California DMV access and nationwide access for out of state DMV information, holds and releases, daily and delinquent collections, adjudication scheduling and services, handheld ticket writers and Franchise Tax Board interface for collections through the Interagency Intercept Program, as well as third party collections. In summary, Data Ticket, Inc. provides a complete scope of services from which to choose and outstanding management services that we have spent years enhancing and upgrading.

We are committed to producing maximum revenue recovery, professionally and respectfully. Data Ticket provides a one hundred percent web based citation management solution that allows the City and the City's citizens access 24/7. This is optimal for the City of Costa Mesa because there is no application to install or maintain and it enables the City's patrons to view, pay for and appeal their citations online, 24/7. The website also provides the Cities patrons with standard FAQ'S that provide information on "how to and why". We find that better educated citizens equate to better compliance and cooperation for the City.

Data Ticket will provide the City of Costa Mesa the ability to view and interact with the City's data real-time via any web browser. If the City's personnel wish to interface with the data, they have the option to enter citations, enter payments, place voids, holds,

Campus Drive, Suite 200
Newport Beach, CA 92660
tel 888.752.0512
fax 949.752.6033
www.dataticket.com

dismissals and reductions, or simply enter a note regarding the citation or registered owner. Our system offers the flexibility to define what each user on the system has the ability to do.

Data Ticket allows for payments made online via the web, via our customer service representatives, and via our IVR system. These payments are updated to the system real-time. The City of Costa Mesa's citizens will have confidence when making payments online that our website provides the highest degree of security because it is certified as PCI (Payment Card Industry) compliant.

Our goal is to allow the City to choose the level of interaction that works best for the available City staff!

In addition, Data Ticket offers a comprehensive adjudication solution that is online for the City. This allows the City personnel to place cites on hold, schedule reviews and hearings, enter judgments, print and re-print decision letters and view appeal history that is conveniently attached to each citation. Our adjudication services have been in place since California law changed the appeal process for parking citations in 1993 and are widely used and highly respected. In addition, online requests for 1st level reviews and 2nd level hearings are processed real-time, allowing the City of Costa Mesa's citizens to by-pass a traditional mail system and save time and money using the online option.

In addition to being online with California DMV, we are also online with the Ohio, Florida, Oregon, Washington, Maryland, New York, Pennsylvania, New Jersey and Texas Departments of Motor Vehicles and we provide access directly to all other DMV's nationwide that allow access, as well as providing 48-hour turnaround service by using a service provider's database procured directly from the DMV's. These options enhance the DMV information we provide for our clients and significantly speed up the noticing capability, thereby increasing the flow of paid citations for our Clients.

Our well- trained customer service department offers a 100% dedicated bi-lingual staff that politely and professionally encourages citizens to make prompt payment, using exceptional interpersonal skills received in on-going customer service training classes. Additionally, they receive ongoing CVC and specific City education.

Data Ticket provides a bi-lingual Interactive Voice Response (IVR) phone service that allows the City's citizens who prefer to call, the

opportunity to pay or determine the status of their citation 24/7. This approach produces revenue from those citizens who, upon receipt of citations or delinquent notices, have questions or concerns, but prefer to use the phone rather than going to the internet or using the mail. Finally, to ensure the finest customer service available, all customer service phone calls are recorded by a state of the art call-recording system for quality assurance. Each recorded call is stored on the server with the client's name, citation number and an internal reference code. This provides us with the ability to send recorded calls via email to our Clients should the need arise.

Data Ticket is committed to being environmentally friendly. Over two years ago we implemented an initiative to provide all reports to our clients electronically. As a result, all reports are available online and can be exported to a third party application, such as Excel, for additional manipulation. In addition, the City has the option to download the reports to your network for storage and future reference or you can choose to leave the reports on the web interface where they will remain as long as the City remains a Client.

We have reviewed the services required to provide the City of Costa Mesa with exceptional service and certify that we understand and are fully capable of providing all of these services at the highest level. Data Ticket is a vertically integrated corporation. No subcontractors will be used. Data Ticket, Inc. has had the privilege of serving many California Agencies and many Agencies nationwide over the past twenty-one years and has received excellent recommendations from them all for communication, responsiveness and quality service. We have also had the privilege of providing these services for the City of Costa Mesa and respectfully request the opportunity to continue this partnership.

The individual authorized to negotiate and bind the firm contractually to all statements in this proposal, is Marjorie A. Fleming, President. Data Ticket, Inc. is a California Corporation, a California Certified Small Business Enterprise and a California Certified Woman-Owned Business. Certificates have been included in Section 15 for your review. This proposal is valid for ninety, (90) days, unless mutually extended.

It is important to mention that in an economy that has been weak at best, Data Ticket owns all of its equipment and software and is fiscally conservative and strong. We have no loans or lines of

credit and provide our own working capital. This translates into a stable, financially responsible corporation that is able to provide long-term solutions for its Clients and provide consistent growth in the industry.

Questions regarding this proposal should be directed to Marjorie A. Fleming, President, at Data Ticket's legal headquarters, which is at the following address:

Data Ticket, Inc.
4600 Campus Drive, Suite 200
Newport Beach, CA 92660
949-752-6937 ext. 310
949-752-6972 – fax
MFleming@DataTicket.com

We believe after review of the enclosed proposal, you will agree that Data Ticket, Inc. is the most qualified partner to provide the professional, focused service necessary for superior citation processing, collections, customer service, DMV interface and to provide state of the art electronic handheld ticket writers that will be completely supported, upgraded, maintained, repaired and/or replaced by Data Ticket.

If there are additional questions that arise after reviewing this proposal, please do not hesitate to request clarification. We look forward to the opportunity to continue providing excellent service and maximizing the parking revenue for the City of Costa Mesa.

Best regards,



Marjorie A. Fleming
President

MAF/rl

REFERENCES

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Name	City of Claremont, CA
Contact Individual	Gary Jenkins, Captain
Telephone & FAX number	909-399-5418/909-399-5439
E-mail	gjenkins@ci.claremont.ca.us
Address	570 W. Bonita Ave., Claremont, CA 91711
Description of services provided including contract amount, when provided and project outcome	Daily & Delinquent in-state & out-of-state citation processing, FTB collections, DMV interface for registered owner information, holds & releases, electronic Ticket Writers, customer service, banking services, including daily deposits, NSF processing, credit card disbursement, refund processing and credit card chargeback processing Contract Amount - \$37,054.00, Project Outcome - 10/93 - Ongoing

Customer Name	Redondo Beach, CA
Contact Individual	Diana Moreno, Financial Services Director
Telephone & FAX number	310-372-1171/310-937-6616
E-Mail	diana.moreno@redondo.org
Address	415 Diamond St., Redondo Beach, CA 90277
Description of services provided including contract amount, when provided and project outcome	Daily & Delinquent in-state & out-of-state citation processing, FTB collections, 3rd party collections, DMV interface for registered owner information, holds & releases, customer service, banking services, including daily deposits, NSF processing, credit card disbursement, refund processing and credit card chargeback processing Contract Amount - \$175,250.00, Project Outcome - 4/93 - Ongoing

Customer Name	City of Cypress, CA
Contact Individual	Robert Cote, Sergeant
Telephone & FAX number	714-229-6624/714-229-6720
E-Mail	rcote@ci.cypress.ca.us
Address	5275 Orange Ave., Cypress, CA 90630
Description of services provided including contract amount, when provided and project outcome	Daily & Delinquent in-state & out-of-state citation processing, FTB collections, Appeals - both reviews & hearings, electronic Ticket Writers, DMV interface for registered owner information, holds & releases, customer service, banking services including daily deposits, NSF processing, credit card disbursement, refund processing & credit card chargeback processing Contract Amount - \$18,876.00, Project Outcome - 9/99 - Ongoing

Data Ticket, Inc.
4600 Campus Drive, Suite 200
Newport Beach, CA 92660

City of Costa Mesa
Parking Ticket Citation Processing Services
Proposal No. 1136

DATA TICKET'S QUALIFICATIONS & EXPERIENCE

(RFP page 40, item 6)

Data Ticket, Inc. is a California Corporation that provides parking citation management services for Cities, Counties, Universities, Districts and other Public entities nationwide. Data Ticket was incorporated in California in 1989. We provide expertise to ensure that citations get processed and collected in a timely manner for over 200 Agencies, nationwide, including the City of Costa Mesa.

Data Ticket is located in Newport Beach, California and employs 40 full time individuals. Our offices are always open to our clients and we encourage in-person communication on a regular basis. Data Ticket, Inc. is a California certified Small Business Enterprise and a California certified Woman-Owned Business Enterprise.

Data Ticket, Inc.'s collection techniques reach out assertively, yet respectfully, to ensure maximum parking revenue recovery. Citizens are treated politely and professionally, thus producing a win-win situation. For over 21 years our clients have found parking revenue has dramatically increased and issues have decreased using our secure, proprietary, 100 % web-based citation management solution.

Providing access to our clients and their citizens is of primary importance because it encourages communication between all interested parties, transparency in the data processing to our clients, and prompt payment by citizens. Data Ticket offers the City and the City's citizen's access to their citations via the web, IVR, and via a bi-lingual customer service department.

Citizens have access to lookup their citation(s), pay for their citation(s), get specific information about their citation(s), appeal their citations and attach supporting documentation and print a receipt; all online and all via real-time data. In addition, the City's citizens will have access to a toll-free, bi-lingual customer service department who will answer general and specific questions about each citation and will accept payment over the phone via a real-time interface. Finally, the City's citizens will also be able to submit payment and appeals to the City or to Data Ticket via mail or in person at the City. All of the types of access we allow are intended to make the process simple for the City's citizens so they pay their citations in a timely manner.

Access to the data for the City's personnel is equally as important as is access for the City's citizens. We provide online access to our clients to lookup citations, enter notes on citations, process voids, dismissals, reductions, refunds, refund requests, view online reports, print receipts and process and review the adjudication process. Each capability is provided based on the level of access each person is given. For example, if you want only specific individuals to perform specific functions, our system can accommodate that.

Data Ticket allows for real-time processing of payments via VISA, MasterCard, and Discover. Credit card payments are accepted online, via phone with a

Data Ticket, Inc.

4600 Campus Drive, Suite 200
Newport Beach, CA 92660

City of Costa Mesa

Parking Ticket Citation Processing Services
Proposal No. 1136

customer service representative or using our state of the art IVR system or via paper. Website payments are updated in the system real-time, as soon as they are authorized and accepted by the bank. Payments are immediately updated to the citation records and receipts can be printed verifying payment for the payer.

We are Payment Card Industry (PCI) certified and submit to both quarterly, scheduled scans of our database as well as unscheduled scans, thus providing the ultimate security for our Clients as well as their patrons. Our website offers each client the ability to view and/or interact with each citation as desired. There is no fee to the client for expenses associated with this service.

We also offer all adjudication services via our online appeals website. This sets us apart from other vendors as we actually allow the City's citizens to place their citation on hold and submit their full explanation and attach backup documentation via the web. This allows patrons to appeal their citation(s) online only if they are eligible to appeal based on the rules set forth by the City and the state of California. Once the appeal is submitted, either online or via U.S. Mail, it is scheduled for either a review or a hearing with a certified, independent hearing officer. These individuals review or hear the cases and enter judgments that automatically mark the citation and generate written notification of the results. This notification informs the appellant of the decision and provides additional information if the individual wishes to continue his/her appeal and/or refund information and/or court filing instructions, depending on the appeal decision.

Our online reporting provides daily, weekly and monthly reports via the web. These reports can be saved to the City's network, copied into Excel for additional manipulation as the client wishes or they can simply be viewed. These reports are available to the City as long as the City is a client. In addition, when the City needs ad hoc reports or additional data, Data Ticket will provide that at no cost.

Data Ticket is experienced at working backlog and delinquent citations, which all agencies seem to have. We have years of experience collecting from "old databases and citations", and we do it carefully and professionally, with the utmost care given to the agency image and collection attitude. Since 2002 Data Ticket, Inc. has been offering additional collections through the Franchise Tax Board's the Interagency Intercept Program on behalf of its clients in order to provide an additional opportunity for collection of delinquent California debts. Debts such as parking fines, municipal code and administrative fines, etc. are eligible to be collected through the program. Many of our agencies have been participating in this program since we began offering this interface and they have all been impressed with the return rate on collections from this submission.

As a final collections option, Data Ticket works with a third party collections agency for those clients interested in this method of collections.

Data Ticket offers a selection of electronic handheld ticket writers for its clients on both a purchase or lease option. Some of these units include the capability of

Data Ticket, Inc.
4600 Campus Drive, Suite 200
Newport Beach, CA 92660

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Parking Ticket Citation Processing Services
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taking images that are then included with the citation file. These images are a great help when an appeal is entered. They are attached to the citation online and available for both the City and Data Ticket to review.

Benefits of Doing Business with Data Ticket

Data Ticket offers a unique set of processing capabilities that set us apart from our competitors to give each of our clients a head start on collecting as much parking revenue as possible, while maintaining a professional working relationship that delivers for our clients.

Some processing capabilities that set us apart from our competitors are:

- While most of our competitors have an IVR (Integrated Voice Response System) that allows citizens to pay 24/7, none have a call recording application that will allow recorded calls to be sent to the City. Our system records all inbound and outbound customer service calls as a digital recording that can then either be emailed or placed on any form of media to be sent to our clients.
- We make a minimum of 5 attempts to obtain a registered owner from all DMVs; this sets us apart from our competitors, as they will make a single attempt to obtain a registered owner. We make multiple attempts because if a registered owner is not obtained, the City is left to hope the registered owner pays since no notices can be sent without the registered owner.
- Data Ticket also makes a minimum of 5 attempts to place a DMV Hold on a CA Registration (most vendors attempt to place a hold once, rather than continue to attempt; since the City is not charged by DMV for attempts, there is no point not to try to place holds continually); which increased collection rates for those individuals who will pay for their citation when registering their vehicles
- Data Ticket sends a minimum of 1 Daily (Courtesy) notice and 3 Delinquent Notices; often times other vendors will state they do "Special Collections"; however, that does not involve sending out 3 notices at no cost to the City, nor does it involve customer service so you will often see a "Hand-Processing" charge
- Data Ticket performs all data entry tasks onsite. As we are a vertically integrated company, we do not send out citations or payments to be keyed by a third party. This sets us apart from some of our competitors and is a benefit to the City as it expedites the data entry process and it eliminates any potential for lost data
- Data Ticket does not share employees across Departments; for example our Customer Service Department staff only answer the phones, they do not perform data entry tasks; this is a huge benefit to the City of Costa Mesa as it means each staff member has been well trained and is an expert in their individual field. It also means that we have adequate resources in each department who are focused on exactly the type of work for which they were hired.

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Newport Beach, CA 92660

City of Costa Mesa

Parking Ticket Citation Processing Services
Proposal No. 1136

- Data Ticket does not include a CPI charge that increases your prices annually. This is beneficial to our clients who will not have to budget such increases annually.
- Data Ticket actually performs 1st Level Reviews for the City, rather than just accepting each review request, and sending them to the City for the City's personnel to read them and enter judgments. This benefits the City by eliminating the majority of the work required of the City.
- Data Ticket allows the City's citizens to request a review and a hearing online and attach up to three pieces of supporting documentation. This sets us apart from our competitors who allow citizens to request a review or hearing online by completing a form that must then be sent in via mail. Our system allows citizens to complete the necessary forms online and send their supporting documentation real-time, thus expediting the process and ensuring the citation has been placed on hold in a timely manner.
- Data Ticket offers independent Hearing Officers who conduct 2nd Level Hearings on-site, over the phone, and via writing. This means the City will be in compliance with state law and it will eliminate this portion of the work for the City, including customer service that often accompanies the adjudication process.
- Data Ticket is a multi-state vendor, meaning we acquire DMV information from all states that allow access and we provide service for clients in the state of California as well as out of the state. This is beneficial to the City because we have a broader understanding of parking across the United States which provides a broader perspective from our combined experience to bring the most efficient processing and collection services to each client.
- Data Ticket is the only woman-owned and small business certified, California Corporation that offers parking citation processing and collections services.

PROPOSAL QUESTIONS

Please submit your answers to the following questions as part of your proposal.

Daily Collections

1. Do you send a Courtesy Notice? Yes No

This notice will be sent on the 22nd day after issuance date per CVC or as soon as the cite is entered in the system and a registered owner is retrieved. After that date, each citation is handled individually, there is no batch processing to send notices.

Delinquent Collections

2. Number of notices sent? At least 4 delinquent notices are sent at no charge. In the event a Registered Owner is changed, Data Ticket will re-start the noticing and send an additional 4 notices to the updated registered owner at no cost. If the City participates in PTB processing we will send a 5th notice.
3. Define when your company sends delinquent notices and the criteria used to determine delinquency? Each notice is sent based on the time-frame defined by the City. There is no batch processing so each notice is sent individually.

California DMV

4. Provide the number of attempts per citation your company makes to obtain registered owner information. Data Ticket makes a minimum of 5 attempts to obtain registered owner information, more than anyone in the industry.
5. Are you online with the CA DMV? Yes
6. How many times a week does your company obtain registered owner information? Daily
7. How many times a week does your company place holds? Daily
8. How many times a week does your company place releases? Daily
9. Does your company have the ability to perform individual lookups? Yes

Out of State DMV

10. Provide the number of attempts per citation your company makes to obtain registered owner information. Same as "California DMV", see above, a minimum of 5 attempts
11. List the states your company is currently online with. CA, AZ, FL, IL, MD, NJ, OH, OR, PA, TX, WA
12. List the states your company currently obtains in a manner other than online. All others except NH
13. Do you use a third party company to obtain registered owner information? Yes

Office Information

14. Provide the address of the office where the City's contract will be serviced from. 4600 Campus Dr., Suite 200, Newport Beach, CA 92660
15. Number of full time employees in the office that will service this contract. 40

SECTION VII. OFFER/COST PROPOSAL

Responding to **RFP No. 1136 for Parking Citation Processing Services**, the undersigned Offeror agrees to provide parking citation processing for the Police Department per the specifications.

Offeror further agrees, in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract.

F.O.B. Point. All shipments shall be made F.O.B. destination, Costa Mesa, California. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the City of Costa Mesa, even if the City of Costa Mesa agrees to pay for shipping and handling. The City of Costa Mesa will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the line provided.

Signatures. All information submitted by Offeror, including signatures, must be original. Copies will not be accepted.

Taxes. The City of Costa Mesa will calculate the California Sales Tax at 8.75% (Orange County rate) on any consumables or taxable items and pay it to Successful Bidder(s) who are California suppliers or out-of-state suppliers who are registered with State of California and who have the appropriate California Seller's Permit. The City of Costa Mesa will pay the State Sales Tax directly to the State of California when the Successful offeror is not registered with the state to collect it. The City of Costa Mesa is exempt from Federal Excise Tax.

Please quote your most competitive pricing, INCLUDING ANY GOVERNMENT OR CO-OPERATIVE AGREEMENT PRICING. Offers that are not filled out completely will be ruled nonresponsive and will not be evaluated. Offeror is to complete and include all requested information, including signatures, and return all pages of the bid as the bid submittal.

"PIGGYBACK" CLAUSE Contractor shall indicate below if he will extend the same prices, terms, and conditions of his offer to other public agencies: Yes No. Contractor's response to this question will not be considered in award of offer. When the Contractor extends the prices, terms, and conditions of this offer to other public agencies, the contract shall be between Contractor and the other agencies, and the City of Costa Mesa shall bear no responsibility or liability for the contracts.

Credit Card Payment: Will payment be accepted via commercial credit card for the City's monthly charges? Yes No

Discounts: The following discounts **will** be considered in award of this solicitation.

Payment Discount: Discount for payment of invoice within 20 days of receipt is: 0 %. Payment discounts of 20 or more days will be considered in award of bid. The City of Costa Mesa will not take discounts that are not earned.

Term of Offer: It is understood and agreed that this bid may not be withdrawn for a period of **ninety- (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder's Acknowledgement Of His/Her Understanding Of The Terms and Conditions: Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this be for the bidder.

Representations Made Under Penalty Of Perjury: The representations herein are made under penalty of perjury. We hereby offer to sell the City of Costa Mesa the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

OFFER

Offeror acknowledges by signing below that Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

TO THE CITY OF COSTA MESA:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Data Ticket, Inc.

 Company Name
 4600 Campus Drive, Suite 200

 Address
 Newport Beach, CA 92660

 City State Zip

 Signature of Person Authorized to Sign

 Marjorie A. Fleming

 Printed Name

Marjorie A. Fleming

 Name
 MFleming@DataTicket.com

 E-mail
 949-752-6937 ext. 310

 Phone
 949-752-6033

 Fax

 President

 Title

EXHIBIT C
FEE SCHEDULE

COST PROPOSAL

All fees for service must be clearly identified in response to this RFP. For each item listed that is not included in the base price, provide the annual charge (if applicable) and the basis for the fee. Pricing should be based on approximately 26,000 citations per year.

COST CATEGORY	DOLLAR AMOUNT OR EXPLANATION
Parking Citation Processing of Manual Citations (cost per citation)	\$0.88
Parking Citation Processing of Electronic Citations (cost per citation)	\$0.70
<i>Confirm the following services are provided at no cost; if a cost is associated, please check the 'No' column and provide a cost. If a service is not available, please check the 'No' column and enter "Not Available" in the Explanation column.</i>	

COST CATEGORY	YES	NO	DOLLAR AMOUNT OR EXPLANATION
Acquisition of Registered Owner Information	✓		
Courtesy Notice sent	✓		
Follow up courtesy notice if responsible party is changed	✓		
Processing of bad addresses or undeliverable mail	✓		
Manual Payments keyed	✓		
Refunds processed	✓		
Payment plans processed	✓		
Payment plan letters sent	✓		
Postage for all mailings	✓		
Live customer service department available from 8 a.m.-5 p.m. (Pacific Standard Time)	✓		
IVR available to take payments, 24/7	✓		
Call recording on all inbound and outbound customer service calls	✓		
Website available for information and payments, 24/7	✓		

ESCROW ACCOUNT BANKING	DOLLAR AMOUNT OR EXPLANATION
<i>Please provide a detailed cost for each of the below listed items:</i>	
Monthly cost	\$0.00
Issue refund checks	\$5.00
Pay county and state taxes	\$0.00
Process NSF's and send NSF letters	\$5.00
Process Credit Card chargebacks	\$0.00
Postage for all mailings	\$0.00
<i>Confirm the following services are provided at no cost; if a cost is associated, please check the "No" column and provide the cost. If a service is not available, please check the "No" column and enter "Not Available" in the Explanation column.</i>	

OUT OF STATE COLLECTIONS	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Out of State Collections			25% of collections from Out of State citations will be charged
Acquisition of registered owner information	✓		
Provide the number of attempts per citation your company makes to obtain registered owner information	✓		Data Ticket attempts to retrieve a registered owner a minimum of 5 times from each DMV

DELINQUENT COLLECTIONS		28% of collections only OR City may add an administrative fee of \$15.00 to each delinquent citation, effectively making the citizen pay for the additional collections. Data Ticket will accept this as its fee for delinquent collections and the City will receive the entire amount of the original bail and all penalties	
Provide the number of notices sent as part of the of the delinquent process		1 courtesy delinquent notice and 3 additional delinquent notices	
Are the following items included in the cost identified above:			
	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Postage and notices for all mailings	✓		
Processing of bad addresses or undeliverable mail	✓		
Define any additional charges related to Delinquent Collections		✓	NONE
PARKING CITATION ADJUDICATION PROCESSING			
Please provide a cost for each of the below listed items:			
Process and Perform Administrative Reviews for City		\$0.36 per cite	
Schedule and Process Hearings		\$0.00 per cite	
Send all adjudication correspondence to the Citizen		\$0.95 per piece of correspondence	
Send all adjudication packets to the Hearing Officer		NONE	
Please provide any additional costs associated with the Adjudication Process			
NONE			
FRANCHISE TAX BOARD PROCESSING			
Cost to obtain Social Security Number:		\$5.00 per responsible party	
Does the Company charge per Cite or per Responsible Party?		Per responsible party	
% of Collections:		15%	
Are the following items included in the cost identified above:			
	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
FTB Notice sent	✓		
Payments keyed	✓		
Individual SSN look ups to confirm responsible party	✓		
Live customer service department available from 8am-5pm pst	✓		
IVR available to take payments, 24/7	✓		
Call recording on all inbound and outbound customer service calls	✓		
Website available for information and payments, 24/7	✓		
HEARING OFFICERS			
Hourly Cost for Hearing Officer		\$ 65.00 /per hour	
Are the following items included in the cost identified above:			
	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Does Company supply Hearing Officers?	✓		
Is a minimum charged? If yes please explain.		✓	
Are in-person Hearings offered?	✓		
Are written Hearings offered?	✓		
Are toll-free phone Hearings offered?	✓		

HANDHELD UNITS			DOLLAR AMOUNT OR EXPLANATION
Provide Cost to purchase handheld unit (enter price per each unit)			\$2,670.00 per unit
Provide Monthly Lease rate per handheld unit (based on a 3-year lease period)			\$ 100.00 / 3 years
	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
At end of lease period, please indicate whether the City owns the units	✓		
Provide Monthly Maintenance fee for each handheld unit	✓		\$ 50.00 / per month per unit
Are the following items included in the cost identified above:			DOLLAR AMOUNT OR EXPLANATION
Replacement of unit within 48 hours or new or like unit	✓		
Automatic updates of bail schedules, officers, locations, etc.	✓		
SUPPLIES	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Description and cost of supplies for handheld units			
Ticket Stock			TBD based on number ordered
Envelopes			TBD based on number ordered
TRAINING AND INSTALLATION	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Provide cost for on-site training and installation	✓		\$600.00
Please provide hours and duration of initial on-site training	✓		16 Hours / 2 Full Days
Please provide hourly cost if additional training is required	✓		\$ 0.00 / per hour
ONE-TIME FEES (IF APPLICABLE)	YES	NO*	DOLLAR AMOUNT OR EXPLANATION
Cost of data conversion			NONE
Provide details			
OTHER COSTS IF ANY			NONE
ESTIMATED TOTAL ANNUAL PROPOSAL PRICE (BASED ON 26,000 CITATIONS)			\$84,721.88**

****In order to come up with this number, we have created an estimating model using the City's 2009 numbers. To compare this cost against others, one must use the same estimating factors for each proposal. Please see the estimating model on the next page.**

EXHIBIT D

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa’s commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor’s and/or sub-grantee’s workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT E
CERTIFICATES OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2010

PRODUCER Ashbrook-Clevidence, Inc. 3000 W. MacArthur Blvd., #320 License #0188788 Santa Ana, CA 92704	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Data Ticket, Inc. dba: Revenue Experts 4600 Campus Drive #200 Newport Beach, CA 92660	INSURER A: Hartford Casualty Insurance Co	
	INSURER B: Granite State Insurance Co	
	INSURER C: CNA Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72SBAIA9147	11/01/09	11/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000	
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	72SBAIA9147	11/01/09	11/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC009560474	07/12/09	07/12/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
C		OTHER Professional Liability (E&O)	287188360	11/19/08	11/19/10	\$2,000,000 Limit \$10,000 Retention	
A		Crime Fidelity	72SBAIA9147	11/01/09	11/01/10	\$25,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Costa Mesa and its elected and appointed boards, officers, agents and employees are additional insured as their interest may appear, as per the attached blanket additional insured portion of the policy.

CERTIFICATE HOLDER

CANCELLATION *10 Days for Non-Payment

City of Costa Mesa
 City Clerk's Office
 77 Fair Drive, Room 101
 Costa Mesa, CA 92626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE DISHONESTY COVERAGE

This endorsement modifies insurance provided under the following:

**STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

The following is added to Additional Coverages:

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss.

1. Covered Property

Covered Property means "money", "securities", and other tangible property of intrinsic value and not otherwise excluded.

2. Covered Causes of Loss

Covered Causes of Loss means dishonest acts committed by an "employee", except you, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

- a. Cause you to sustain loss; and also
- b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions or other employee benefits earned in the normal course of employment) for:
 - (1) That "employee"; or
 - (2) Any person or organization intended by the "employee" to receive that benefit.

3. Additional Coverages

a. Employees Temporarily Outside Coverage Territory

We will pay for loss caused by any "employee" while temporarily outside the Coverage Territory for a period of not more than 90 days.



b. Employees at Client or Customer Premises

We will pay for any loss caused by your "employee" while at the premises of your client or customer.

Any claim for loss sustained by any client or customer and covered by this policy may only be made by you in your Proof of Loss. No third party has a direct right against this insurance and no third party may make a direct claim against us as the writer of your insurance.

c. Welfare and Pension Plan ERISA Compliance

In compliance with certain provisions of the Employee Retirement Income Security Act (ERISA):

(1) For the purposes of this insurance, the following are added as Named Insureds under this Employee Dishonesty Coverage:

- (a) Any Employee Welfare Benefit Plan, or
- (b) Any Employee Benefit Pension Plan (hereafter called Plan)

We will pay up to \$2,500 in any one occurrence as an additional Limit of Insurance to cover contract penalties you are assessed due to your failure to provide your product or service which is the direct result of a Covered Cause of Loss to covered property.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

8. Contractors Equipment

The following Additional Coverage is added:

We will pay up to \$10,000 in any one occurrence as a Limit of Insurance to cover direct physical loss of or physical damage to equipment used in your construction or installation business, but only for equipment valued at more than \$500 per item. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This additional coverage is subject to the provisions of Contractors Equipment Coverage, Form SS 04 24, with the exception of the following:

- (a) The requirement contained in the Covered Property provision to list and describe the Contractors Equipment is deleted.
- (b) The Limit of Insurance provision does not apply.

Contractors Equipment Coverage, Form SS 04 24 is made a part of this policy whether or not Contractors Equipment coverage is indicated in the Declarations.

This Limit of Insurance is in addition to any other Limit shown in the Declarations for this coverage.

9. Contractors Tools

The following Additional Coverage is added:

We will pay up to \$1,000 in any one occurrence as a Limit of Insurance to cover direct physical loss of or physical damage to tools used in your construction or installation business, but only for tools valued at \$500 or less per item. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy.

This additional coverage is subject to the provisions of Contractor Tools Coverage, Form SS 04 27, with the exception of the Limit of Insurance provision contained in that form. Contractors Tools Coverage, Form SS 04 27 is made a part of this policy whether or not Contractors Tools Coverage is indicated in the Declarations.



10. Employee Dishonesty (including ERISA)

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as a Limit of Insurance to cover loss from employee dishonesty. This includes ERISA coverage. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of the Employee Dishonesty Coverage, Form SS 04 42, with the exception of the Limit of Insurance provision contained in that form. Employee Dishonesty Coverage, Form SS 04 42 is made a part of this policy whether or not Employee Dishonesty Coverage is indicated in the Declarations.

11. Fine Arts

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as an additional Limit of Insurance at each "scheduled premises" to extend the insurance that applies to Business Personal Property to apply to Fine Arts that are:

- a. Your property; or
- b. The property of others that is in your care, custody or control.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

As used in this Extension, **Fine Arts** means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit.

The value of Fine Arts will be the market value at the time of physical loss or physical damage.

12. Forgery

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as a Limit of Insurance to cover loss from forgery or alteration. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of Forgery Coverage, Form SS 04 86, with the exception of the Limit of Insurance provision contained in that form. Forgery Coverage, Form SS 04 86 is made a