

Request for Proposals
PARKING PERMIT MANAGEMENT AND CITATION PROCESSING SERVICES



RFP Due Date: July 6, 2016

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Interested parties may obtain a copy of this RFP by contacting City Hall, City Clerk's Office or by accessing the City of Tustin website:

www.tustinca.org

5/31/2016



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**CITY OF TUSTIN REQUEST FOR PROPOSALS
PARKING PERMIT MANAGEMENT AND CITATION PROCESSING SERVICES**

Notice is hereby given that the City of Tustin will receive sealed proposals for qualified and experienced contractors to provide a comprehensive and interlinked system comprised of parking permit management and citation processing services. Proposals should be submitted to the office of the City Clerk, by 11:00 a.m. July 6, 2016.

The primary intent of this request for proposal (hereinafter "RFP") is to enter into an agreement with a contractor capable of providing and installing a complete parking management system comprised of all hardware, software and management collections (hereinafter "SYSTEM"). Specifications are available online at the City of Tustin website (<http://www.tustinca.org>) or at the City Clerk's Office (City Hall, 300 Centennial Way, Tustin, CA).

The City of Tustin reserves the right to accept or reject any or all bids, to waive any informality and to accept the proposal deemed to be in the best interest of the City of Tustin.

City of Tustin, Tustin, California
Charles F. Celano Jr., Chief of Police

Dated this 31st day of May, 2016

Attention Proposers – It is the City of Tustin's intent to enter into an agreement with a contractor on a suitable value approach. We will treat suitable value as a combination of availability, fit, short-term costs and long-term costs that, in totality, are deemed to best meet the City of Tustin's needs.

1. INTRODUCTION

The City of Tustin (“City”) is soliciting proposals from qualified vendors to provide a parking management system which encompasses the City’s preferential permit parking and citation management program and integrates with the City’s current enforcement system. The goal of an integrated parking management system is to provide a seamless, efficient, customer-friendly and cost-effective parking operation. Vendors may submit joint proposals to satisfy the entire scope of this Request for Proposal (“RFP”).

As a result of this RFP, the City expects to receive proposals that will address how the products meet or exceed City requirements as defined in this RFP. The City intends to work with selected Proposers, as desired, to conduct onsite Proposer demonstrations of the hardware and software and to perform extensive hands-on field and/or bench evaluation and testing of the Proposer’s products. Once the evaluation committee has scored the RFP responses, evaluated the products based on the demonstrations and performed field and/or bench evaluations, the City desires to select a complete SYSTEM and to enter into contract(s) for the purchase and installation of the selected SYSTEM, as well as training, maintenance and support of hardware and software. This RFP provides a list of required services, general information, instructions for submitting responses, and Proposer selection procedures.

This RFP is issued for the City of Tustin. The issuing office is the City of Tustin’s Police Department and is the sole point of contact for this request. The contact person(s) include: (1) Sergeant Ryan Coe, Tustin Police Department, Traffic Unit; and (2) Officer John Hedges, Tustin Police Department, Traffic Unit. Sergeant Coe can be reached at rcoe@tustinca.org. Officer Hedges can be reached at jhedges@tustinca.org.

The City of Tustin reserves the right to accept or reject any or all bids, to waive any informality, to negotiate separately with competing Proposers and to accept the proposal deemed to be in the best interest of the City of Tustin.

Proposers with local government and public safety technology experience are preferred but not required. Local Proposers or Proposers with a local presence are also preferred but not required.

2. RFP SCHEDULE

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

PROJECT SCHEDULE	
RFP Published:	June 1, 2016
Questions from Proposers Due:	June 15, 2016
Questions and Answers Posted:	June 23, 2016
Proposals Due:	July 6, 2016
On-site Demonstration / Equipment Testing / Evaluation:	July/August/September of 2016
Award Contract:	October 2016 (Anticipated)*

***Tentative City Council contract award date, subject to change at City’s discretion.**

3. SCOPE OF SERVICES

Instructions: Initial the bottom of each page of the Scope of Services and remit as part of your Proposal with Attachment A, acknowledging a demonstrated understanding of the Scope of Services.

3.1 General Provisions

It is the intent of this Scope of Services to describe the minimum requirements for a SYSTEM to be used by the City for software, hardware and parking citation collections. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide a SYSTEM shall be furnished at the RFP price and shall conform in strength, quality and workmanship to that usually provided by the practice indicated in this SCOPE, and the associated network, hardware and software.

The successful Proposer will be required to furnish all labor, equipment and materials to furnish and install the SYSTEM. The successful Proposer will also be required to provide a training plan for the administrator role and user training for identified City Staff and to include the cost of the training plan in their proposal.

Under the contract awarded from this RFP, the successful Proposer will be the single point of contact for all installation, maintenance, and support of all hardware and software acquired in the solicitation, and will be required to have the capability to support all components of this system in an integrated manner.

3.2 Equipment Warranty

Proposers shall include a copy of each manufacturer's written warranty statement for each piece of equipment furnished and installed into the SYSTEM with their proposal. Proposers shall also provide the details of all warranties that are applicable to the services and equipment being provided to the City.

3.3 Project Manager/Key Personnel

Proposer shall provide a full time Project Manager and key personnel who will be responsible for project oversight and delivery of the SYSTEM. The Project Manager shall be the single point of contact for the City and will be responsible for the management, implementation and on-going trouble shooting of the SYSTEM during its installation. The Project Manager shall coordinate efforts with the City designee. The Project Manager shall be available to the City at all times by telephone during the course of the project and on-site within seventy-two hours of notification if necessary and requested, to respond to City needs, questions and or issues. Project Manager will develop in consultation with the City a detailed implementation and project plan for the SYSTEM.

Resumes for all of the key personnel assigned to this project shall be provided with the proposal.

3.4 Subcontractors

The Proposer shall provide a list of names, addresses, telephone numbers, and date of births of each subcontractor the Proposer intends to employ in the installation, training and ongoing maintenance and support of the SYSTEM with the proposal. This information will be used to perform background checks of these personnel. The City reserves the right to reject any subcontractor and/or subcontractor employee. Should a subcontractor be rejected, the Proposer will be required to provide an acceptable alternate subcontractor.

Should a subcontractor fail to provide the established level of service and response, the Proposer will be required to subcontract with another agency. Such action shall be provided in a timely manner so as not to cause delays to the project schedule. Any additional costs associated with securing a competent subcontractor shall be the responsibility of the Proposer.

3.5 Condition of Facilities

The Proposer shall be responsible for insuring that all City work areas are left in a clean and orderly fashion at the end of each day.

3.6 Proposer Coordination Responsibilities

The Proposer shall be responsible for coordinating the design and installation of the SYSTEM with the City and the Proposer's subcontractors and suppliers involved in this project.

3.7 Delivery Schedule

Proposer shall provide an integrated project timeline and implementation plan for the SYSTEM. The project timeline and implementation plan shall include details for all phases of activity for the project including all deliverables and major milestones. It shall allow the project goals and deadlines of the City to be met. This proposed project timeline and implementation plan shall be finalized during the negotiation phase.

3.8 Project Implementation Status Reports

The Proposer shall provide weekly project timeline and implementation plan updates to the City.

3.9 Training

The Proposer must provide a plan for in-depth technical training for both end user and IT staff on system components for six to eight people. All required instruction manuals, qualified instructors cost, and travel and lodging costs for instructors and class materials shall be furnished by the Proposer and included in the Fee Proposal.

3.10 Cost

Proposers shall identify all costs for SYSTEM hardware, software, installation, project management, training, maintenance, etc. Maintenance cost shall be provided for a term of five (5) years from date of SYSTEM acceptance. Price breaks should be included up to 10 handheld citation issuance devices, so the City can determine how many devices they may want based on cost and budget.

4. TECHNICAL SPECIFICATIONS

Instructions: Initial the bottom of each page of the TECHNICAL SPECIFICATIONS and remit as part of your Proposal with Attachment A, acknowledging a demonstrated understanding of the TECHNICAL SPECIFICATIONS.

4.1 General Requirements

The SYSTEM must incorporate the following components:

1. **Software** – for parking permit and parking citation processing
2. **Handheld Citation Issuance Devices**

3. Parking Citation Collections

Proposers shall propose and submit on all three (3) sections.

Minimum SYSTEM Requirements:

The following are the minimum requirements for the SYSTEM. Where the words “will,” “shall,” and “must” are indicated, it means it is a mandatory requirement. Failure to meet any one mandatory requirement will result in the Proposal being found non-compliant. Where the words “should,” “can,” “may,” “desirable,” “ideally,” and “preferred” are indicated, it means it is a preferable but not mandatory requirement.

All equipment and hardware must be new. The City is not interested in purchasing used or refurbished hardware and/or equipment.

4.2 System Architecture

Proposers shall provide a detailed description of the system to be provided, including a discussion of the system’s architecture and its ability to provide the services required by the City.

4.3 Software

The City is seeking proposals from qualified Proposers to provide a software system to manage the City’s parking permits and citations. The City desires an updated web-based on-line permitting system to improve customer service, convenience and efficiency.

Parking Permit Management:

The Proposer’s software system should allow for online permit application and renewals and provide real-time permit issuance data for hand held enforcement solutions. Ideally, the system should:

Customer service

1. Provide for purchase of permits on-line without having to visit a physical facility;
2. Allow customers to complete an application and upload credential evidence of residency online;
3. Allow customers to create their own accounts using ID/Password authentication to manage, edit and update their vehicle, license plate number, permit, and contact information;
4. Allow customers to renew and cancel their permits online;
5. Approve or deny parking permit applications based on geographical location of requested permit;
6. Provide 24 hour, 7 days/week, 365 days/year customer and staff on-line access (except planned system maintenance and/or upgrades);
7. Allow partially completed online permit applications to be saved and completed at another time by the applicant or City staff;
8. Provide a “Frequently Asked Questions” (“FAQ”) page to assist applicants through the permit application process;
9. Provide a basket feature [shopping cart] that allows multiple permits to be registered to one residence in one transaction;
10. Provide automated expiration date and renewal noticing to permit holder;
11. Provide customers with e-mail or text messages regarding the approval or status of their permit; and

12. Provide real-time permit issuance data to handheld enforcement technology solutions.

Staff Use

1. Allow for multiple permit types, i.e. regular permits and guest permits;
2. Check for unpaid parking citations and disallowing issuance of permits before citations are paid;
3. Accept payment of unpaid citations before allowing on-line issuance of permits;
4. Accept credit card payments – **must be PCI compliant**;
5. Email receipts for permits issued online;
6. Track customer name, address, phone number, parking permit history, vehicle type, vehicle registrations;
7. Provide the City the ability to edit customer accounts/records (i.e. customer name, address, vehicle information, notes, etc.), and maintain an audit history for all inputs and changes;
8. Allow for notes to be added by City staff to accounts during and after the permit registration process;
9. Allow City staff to search, update information, perform queries and run reports and reconciliations;
10. Provide the City the ability to monitor the number of permit applications that have been approved, been rejected, or that are in pending status;
11. Provide the City the ability to communicate information via mass email with all current permit holders;
12. Store email correspondence letters;
13. Have customizable permission based user groups for different levels of access for City specific to the user's roles and responsibilities;
14. Provide report creating tools with various criteria selections; and
15. Evolve with changes in the City's parking permit program. Proposer's permit management program should allow for the removal and addition of various parking permit zones, allow residents in residential parking permit zones to request guest permits online, and allow for other parking permit iterations as may be requested and approved by City Council.

Citation Management

Proposer's software package shall process parking citations issued within the City, pursuant to California State law and City ordinance, which shall include citation tracking, payment acceptance, appeals processing and collections. Ideally, the software should:

Parking Citations

1. Process parking citations and other code enforcement violations unrelated to parking;
2. Provide an integrated system to track citation from issuance to adjudication, payment and collections in real time;
3. Send and receive electronic data files using a scheduler function;
4. Have capability for City staff to correct dates, duplicated citations, violation codes and fine amounts;
5. Allow customers to pay citations immediately after issuance;
6. Allow on-line credit card payments 24 hours/day, 7 days/week – **must be PCI compliant**;
7. Allow for notes and digital photographs to be attached to tickets, names, vehicles, addresses and accounts;
8. Provide online real-time citation information for customers, including citation issue date, delinquent date, amount owed, and, for parking citations, other open citations with the same license plate numbers; all searchable by name, license plate number, citation number;
9. Provide online appeal function attachment capability;

10. Provide a FAQ page to assist customers through the appeals or correction process;
11. Allow for various timelines for invoicing.
12. Allow for automation of invoicing, late fees, appeals, collections with scheduler function;
13. File and store all source documents and photos in a manner that allows for City's online retrieval;
14. Track customer name, address, other contact information, vehicle type, vehicle registrations;
15. Track multiple customer relationships to vehicle i.e. registered owner, permit holder and appellant;
16. Identify scofflaw vehicles;
17. Store and track previous and current owner information when transfer of vehicle ownership has occurred;
18. Store and track car rental agency reports of responsible billing parties; and
19. Accept electronic file from Department of Motor Vehicle ("DMV") VPN (registered owner information) and DMV payments files.

Adjudication

1. Record data and comments for historical background and attach to account;
2. Suspend action while appeals are under investigation;
3. Manage supporting evidence submitted by customers in support of their appeals;
4. Sort citations by type of violation and/or defense;
5. Record case decisions; and
6. Generate letters and use customized liability reason codes.

Reporting capabilities

1. Repeat offender list (5 or more violations, same vehicle);
2. Citations by officer;
3. Citations by violation;
4. Citation status report;
5. Out of state status;
6. Out of state revenues;
7. Cashiering reports for reconciliation;
8. Hot sheet - scofflaw (5 or more any violations);
9. Distribution revenue summary;
10. Revenue by specific accounts;
11. Monthly and annual citation statistics;
12. Citation summaries;
13. Bail payment summaries;
14. DMV citation cleared with bail (collected);
15. DMV citations cleared without bail (not collected);
16. DMV registration hold listing; and
17. Refunds report.

Data Fields (with storing and sorting capability)

1. Citation number;
2. Date and time of issuance;
3. Identification/badge number of issuing officer;
4. Vehicle license plate number;
5. Vehicle identification number;
6. State code;
7. Registration expiration date;
8. Vehicle make/color;

9. Violation codes;
10. Location of violation;
11. Citation amount;
12. Delinquent amount;
13. Delinquent date;
14. Received payments;
15. Notification dates;
16. DMV hold date;
17. Date citation entered into system;
18. Disposition codes;
19. Registered owner information;
20. Photos taken by issuing officers;
21. Warnings and alerts;
22. Attachments; and
23. Comment field of 50 characters or more, both public and for staff only.

Administrative and Customer Service Functions

In addition to providing a software system, Proposers should also offer administrative and customer service functions as part of their proposal. Such services ideally should include the following:

Parking Citations Processing

1. Receive and date stamp all handwritten citations;
2. Enter and process handwritten citations into software system;
3. Batch, record, and verify receipt of all handwritten citations within two (2) business days;
4. Correct dates, duplicated citations, violation codes and fine amounts;
5. Process all correspondence within two (2) business days from date of receipt;
6. Obtain prior approval from the City on all standard forms, notices of delinquent violation, and correspondence, and ensure that all forms conform to applicable State and Federal laws;
7. Allow credit card payments via web and telephone;
8. Provide staff to respond to telephone inquiries regarding how to contest a violation, determine outstanding penalty amounts or delinquent fees, and identify time frames, and any other pertinent information in order to contest a citation by mail or in-person;
9. Maintain the system database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access; and
10. File and store citations in an easily retrievable format for a minimum of two (2) years and then dispose in accordance with City direction.

Registered Owner Name and Information Retrieval from California Department of Motor Vehicles

1. Have access to registered owner information from California Department of Motor Vehicles (“DMV”);
2. Be responsible for any and all fees associated with obtaining registered owner information;
3. Validate DMV makes upon return of registered owner information from DMV to ensure proper make of vehicle issued citation;
4. Review DMV “No Hit” list to insure that license plate and state have been entered correctly; and
5. Continuously attempt to retrieve registered owner information for all unpaid parking citations without registered owner information on the system.

Registered Owner Name and Information Retrieval from Out-of-State DMV

1. Ability to obtain registered owner information from all out-of-state DMV agencies and Transportation Ministries in Canada and Mexico;
2. Mail collection letters;
3. Communicate with individuals outside of the United States who were issued a parking citation by the City; and
4. Responsible for any and all fees associated with obtaining registered owner information.

DMV Registration Holds/Releases

1. Process DMV holds or releases within 48 hours. The timetable to establish a registration hold at DMV shall be at the discretion of the City;
2. Modify and correct DMV originated files if the amount of the penalty on hold at DMV has changed, without additional charges to the City;
3. Place registration holds on the unpaid balance, for citations that have not been paid in full;
4. Notify DMV of any change in the bail amount of citations on hold;
5. Provide additional grace periods, as authorized by the City, which will automatically allow for additional payment processing time; and
6. Provide monthly report of all reported make mismatches and bad address mail returns, which shall include citation number, license plate number with State, and error explanation.

Registered Owner Correspondence

1. Mail parking violation notices within fifteen (15) calendar days after the date of citation issuance;
2. Process and mail Drive Away notices to registered owners of vehicles that drive away from the officer at citation issuance time, as required by the CVC;
3. Provide the necessary postage, correspondence, and ability to track forms to meet all applicable State and local laws regarding citation processing and adjudication;
4. Generate delinquent notice for unpaid citations twenty-one (21) days after the issued date of the violation within a time period as directed by the City;
5. Mail notices to lessees or renters of cited vehicles, including loaner vehicles, when provided with proof of written lease or rental agreement; and
6. Generate and mail Notice of Intent to submit to Franchise Tax Board (FTB) prior to creating FTB submission file.

Payment Processing

1. Enter and process payments received within one (1) business day, including opening all mail received, verifying payment amounts, updating computer system, and making daily bank deposits in the City's bank account;
2. Conduct daily reconciliation of all payments entered with bank deposits;
3. Provide daily reporting of bank deposits made for the City;
4. Retain a complete audit trail for each citation;
5. File and store all source documents in an easily retrievable system;
6. Indicate all applicable citation numbers on checks submitted to the City;
7. Track rebilling on partial payments, checks returned for insufficient funds upon notification from the City, vehicle change of ownership, and leased vehicle information;
8. Update credit card payments shall be immediately updated to the City's database in real time;

9. Verify payment data against the citation record at the time of payment to insure that the payment is due and correct;
10. Return duplicate payments to payers;
11. Identify and process partial payments; and
12. Reconcile payments to funds deposited to the bank. Payments shall be reconciled daily with bank deposits.

Automated processing of Administrative Review Requests

1. Enter and maintain database of all administrative reviews, showing current status of each request;
2. Enter hearing requests into its system within two (2) business days from date of receipt;
3. Schedule appeal hearings;
4. Print and mail (by first class mail) all administrative review result letters;
5. Notify City of citations that have been successfully dismissed through the review process so the City can issue a refund.
6. Provide tracking and correspondence for all administrative review;
7. Enter and maintain database of all administrative review, showing current status of each request. System must be integrated with parking citation issuance and processing system. Ensure a result is received for each correspondence;
8. Enter administrative review requests into the system within two (2) business days from date of receipt;
9. Provide inquiry capabilities for citations in the administrative review process;
10. Print and mail (by first class mail) all administrative review result letters;
11. Notify the City of citations that have been successfully dismissed through the review process and have had payments processed, (or are cancelled) so the City can issue a refund;
12. File and store all source documents for ease of retrieval;
13. Provide staff to respond to telephone inquiries regarding how to contest a violation, determine outstanding penalty amounts or delinquent fees, identify time frames, and any other pertinent information in order to contest a citation by mail or in-person;
14. Link the hearing tracking system to the citation database in real time to obtain citation information such as citation issue date, delinquent date, amount owed, and other citations open with the same license plate numbers;
15. Ensure that the computer system is capable of recording data and comments for historical background, suspending action while appeals are under investigation, sort citations by type of violation and/or defense, record case decisions, generate letters and use customized liability reason codes;
16. Provide monthly report of review results by citation number.

Administrative Hearings

1. Provide tracking and correspondence for all administrative hearing requests;
2. Enter and maintain a database of all administrative hearing requests, showing current status of each request. System must be integrated with parking citation issuance and processing system. Ensure a result is received for each correspondence;
3. Schedule Administrative hearings and forward schedule to the City;
4. Print and mail (by first class mail) customized hearing notification letters for the City;
5. Respond to inquiries for the City and the public regarding date of hearing, mailing date, location of hearing and directions to hearing location;
6. Re-send letters should room or date changes be necessary;

7. The Hearing Officer will forward results of Administrative Hearing to the City and to the Proposer; Letters regarding the results of Administrative Hearings will be mailed by the Proposer;
8. When a refund is appropriate, the Proposer shall provide information to the City. The City will issue the refund; and
9. Provide monthly report of review results by citation number.

Permit Processing

1. Provide a toll-free number to be used exclusively for permit applications with live operators to assist applicants during the permit registration process; and
2. Enter and process payments within one (1) business day of receipt, including opening all mail received, verifying payment amounts, updating computer system, and making daily bank deposits in the City's bank account. Proposer should have the ability to receive and process mailed permit applications with 48 hours of receipt and provide confirmation/follow up of residency requirements with application.

Database and off-site security

1. Ensure that all systems are backed up daily to ensure safety of data in the event of a power outage or natural disaster;
2. Transfer and store off-site all backups of data for disaster recovery.

Submittals

Proposers shall submit:

- A detailed description of its parking citation and permit management software system;
- A yes or no indication as to the ability to meet the numbered specifications contained in Section 4.3 of this RFP, by the number of the specification. Feel free to include any explanatory information;
- A description of the type of interfacing available (real time or batch file) and the external applications Proposer can currently interface with;
- The reporting functionality of the system, including a list of the file export format capabilities;
- A detailed description of the hosting requirements required for the proposed system;
- A detailed description of Proposer's web security used for access, reports and credit card processing;

- A detailed description of the system's backup and recovery process as well as Proposer's disaster data recovery plan;
- Recommended implementation plan to transfer existing permit data to Proposer's system;
- Confirmation that Proposer shall be responsible for data retention and security compliance issues; and
- A detailed description of Proposer's disaster recovery plan.

4.4 Handhelds

Proposer shall supply citation issuance equipment and materials for ten (10) parking enforcement personnel, including handheld computerized citation issuing equipment, printers and customized citation forms. The Proposer shall be responsible for normal maintenance and service of this equipment.

Handheld Citation Issuance Devices

Ideally, the handheld citation issuance devices should include the following features:

1. Water resistant;
2. Ruggedized;
3. Light weight;
4. Durable screen that is scratch resistant over the life of the device;
5. Screen is easily viewable in full sun light and at night;
6. Multiple supported operating systems;
7. Extended battery operation, minimum 10 hours;
8. Wireless communications and data download capability (4G or LTE, at a minimum);
9. Printer (all-in-one or separate);
10. Color camera;
11. Enabled for portable printer communications;
12. GPS location identification and reporting capability;
13. Device has separate, removable media/flash card (if proprietary reader required, Proposer will supply);
14. Proposer to specify size of RAM and application responsiveness when providing requested application processing and daily hot list storage/search functions;
15. Bar code reader;
16. License Plate Reader (LPR) capability;
17. Notification capability;
18. In-vehicle charger;
19. USB plug-in port; and
20. A maintenance and warranty service for handhelds and printers for the length of the contract term.

Handheld Citation Issuance Device Software

Ideally, the handheld software should:

1. Accept electronic files of scofflaw and parking permits on a daily basis;
2. Provide a user-friendly interface for ease of use and durability;
3. Be configurable so that the City may select data entry fields and make them a required entry, an optional entry, or an unused field;
4. Require a password/security sign on to prevent unauthorized use;
5. Support entry of information such as vehicle make, model, color, style, plate type, violation, void and standard codes;
6. Easily allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the citation entry process;
7. Allow the user to view and void any citation written by the user since the last upload of data to the host. A valid void code must be entered for the voiding of any completed citation;
8. Support the reprinting of an issued citation, this reprinted citation must contain the same time as the original citation not simply the time it was reprinted;
9. Produce a voided ticket audit trail;
10. Automatically transfer and upload of citations issued by the handheld computer;
11. System to promptly notify City regarding citations unable to be entered for any reason (no violation code, unreadable license, etc.);
12. Upon entering a license plate during citation entry, automatically search the customer name, vehicle, and scofflaw request file for a match. If a match is found, automatically enter data into the proper fields. If a match is found in the scofflaw request file, the system should display the number of citations in the last 90 days;
13. Support monitoring of vehicles in a fixed time zone;
14. Timestamp transactions by the systems internal clock;

15. Support the issuance and tracking of warnings as well as actual citations;
16. Support standard location codes and descriptions, location comments, and block numbers. Locations shall also be manually generated when necessary; and
17. The system shall allow up to three violations per citation.

Support

Ideally, software support should:

1. Provide technical support and troubleshooting assistance during normal City business hours and provide a contact for emergency after hours support;
2. Provide available staff support during normal City business hours;
3. Provide on-going support and training to the City using real-time remote support capability with existing internet browser applications;
4. Provide training program to City staff; and
5. Provide user manuals which include step-by-step instructions.

Submittals

Proposers shall submit:

- A detailed description of its handheld devices;
- A yes or no indication as to the ability to meet all functional specifications contained in Section 4.4 of this RFP, by the number of the specification. Feel free to include any explanatory information; and
- A description of the type of interfacing available (real time or batch file) and the process for interfacing with external applications.

4.5 Collections

Ideally, the Proposer should:

1. Solicit payment for delinquent citations;
2. Maintain records of all actions taken to solicit payment for each citation, and make such records and information available to City upon City's request;
3. Provide City with management reports of all activities on behalf of the City on a monthly basis;
4. Process DMV holds or releases within 48 hours. The timetable to establish a registration hold at DMV shall be at the discretion of the City;
5. Modify and correct DMV originated files if the amount of the penalty on hold at DMV has changed, without additional charges to the City;
6. Place registration holds on the unpaid balance, for citations that have not been paid in full;
7. Notify DMV of any change in the bail amount of citations on hold;
8. Provide additional grace periods, as authorized by the City, which will automatically allow for additional payment processing time;
9. Provide monthly report of all reported make mismatches and bad address mail returns, which shall include citation number, license plate number with State, and error explanation;
10. Receive electronic files of new accounts for collections and updates to any accounts already in collections;
11. Transmit electronic payment files that can be imported into citation management system; and
12. Be able to interface with the Interagency Intercept Program (Franchise Tax Board) for collection of delinquent fees.

Submittals

Proposers shall submit:

- A detailed description of its citation collections program; and
- A yes or no indication as to the ability to meet the numbered specifications contained in Section 4.5 of this RFP, by the number of the specification. Feel free to include any explanatory information.

5. PROPOSAL REQUIREMENTS

Although the City requires no specific format, this section is intended to provide guidelines to the Proposer regarding features that the City will look for and expect to be included in the proposal.

5.1 Content & Format

The City requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. Proposer's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably received.

Proposals shall contain no more than 10 typed pages using a 10 point minimum font size, including transmittal/offer letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. The purpose of these restrictions is to minimize the costs of proposal preparation and to ensure that the response to the RFP is fully relevant to the project.

The proposal should include the following:

1. Transmittal/offer letter
2. Page numbering
3. Index/Table of Contents
4. Approach
5. Team Organization including an organization diagram and time commitment of key staff
6. Statement of Qualifications including descriptions of similar projects by key staff to be assigned during the term of the contract
7. Brief resumes of key staff
8. Fee Proposal, in a separate sealed envelope

5.2 Approach

A description of the proposer's approach and work program to meet the city's objectives shall be included. It should explain the technical approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items.

5.3 Team Organization

The purpose of this section is to describe the organization of the project team including sub-contractors and key staff. A project manager and an alternate project manager shall be named who shall be the primary contact and be responsible for coordinating all activities with the City. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the City, the project manager, key staff, and sub-contractors. There also should be a brief description of the role and responsibilities of all key staff and sub-contractors identified in the team organization.

5.4 Statement of Qualifications

The information provided in this section should describe the qualifications of the proposer and key staff in performing projects within the past five years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project who were responsible for performing. Information shall include:

1. Names of key staff that participated on named projects and their specific responsibilities.
2. The client's name, contact person, addresses, and telephone numbers.
3. A brief description of type and extent of services provided.
4. Completion dates (estimated, if not yet completed).
5. Total costs of the projects.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

5.5 Fee Proposal

Compensation for services provided shall be based upon the Proposer's detailed Fee Proposal to furnish the services and equipment detailed in their proposal.

The Fee Proposal shall be submitted in a separate, sealed envelope and marked as "Fee Proposal" along with the name of the project.

The Fee Proposal shall identify all costs associated with the comprehensive SYSTEM, including hardware, software, installation, project management, training, support and maintenance. Maintenance cost shall be provided for a term of five (5) years from date of SYSTEM acceptance. Price breaks should be included up to 10 handheld citation issuance devices, so the City can determine how many devices they may want based on cost and budget. This information will be used by the City staff to evaluate the reasonableness of the fee proposal and may be used in negotiating the final fee amounts for the contract agreement.

Reimbursable expenses shall not be allowed unless negotiated prior to a contract.

Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of contract.

5.6 Statement of Offer & Signature

The Proposal shall contain a statement that the proposals are a firm offer for a 90-day period and signed by an individual authorized to act on behalf of the Proposer.

6. TERMS AND CONDITIONS

6.1 Insurance Requirements

1. Types of Required Coverages

The selected Proposer shall procure and maintain in full force and effect during the term of the contract, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, the Proposer agrees to amend, supplement or endorse the policies to do so.

- a. **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, with minimum limits of at least \$5,000,000 each occurrence, and if written with an aggregate, the aggregate shall be double the each occurrence limit.
- b. **Products-Completed Operations:** Contractor shall procure and submit to City evidence of insurance for a period of at least three (3) years from the time that all work under this Contract is completed.
- c. **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Code 1) with minimum limits of \$1,000,000 each accident.
- d. **Professional Liability:** Professional Liability insurance with minimum limits of \$3,000,000 each claim. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.
- e. **Workers’ Compensation:** Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

2. **Endorsements**

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- a. The insurance coverages required by Section 1.a. Commercial General Liability; and 1.c. Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:
 - (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Additional Insured Endorsements shall not:
 - 1. Exclude “Contractual Liability”
 - 2. Restrict coverage to the “Sole” liability of contractor
 - 3. Exclude “Third-Party-Over Actions”
 - 4. Contain any other exclusion contrary to the Contract
 - (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.
 - (3) The policy or policies of insurance required by Section 1.e. Workers’ Compensation shall be endorsed, as follows:

1. **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

3. **Notice of Cancellation**

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

4. **Evidence of Insurance**

The Contractor, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

5. **Deductible or Self-Insured Retention**

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6. **Contractual Liability**

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

7. **Failure to Maintain Coverage**

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

8. Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

9. Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

10. Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

6.2 Standard Form of Agreement

The selected Proposer will enter into an agreement with the City based upon the contents of the RFP and the Proposer's proposal. The City's standard form of agreement is included as Attachment A. **The Proposer shall carefully review the agreement, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.**

6.3 Disclaimer

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Proposer, or to cancel this RFP in part or in its entirety. The City may require the selected Proposer to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

6.4 Assigned Representatives

The City will assign a responsible representative to administer the contract, and to assist the Proposer in obtaining information. The Proposer also shall assign a responsible representative (project manager) and an alternate, who shall be identified in the proposal. The Proposer's representative will remain in responsible charge of the Proposer's duties from the notice-to-proceed through project completion. If the Proposer's primary representative should be unable to continue with the project, then the alternate representative identified in the proposal shall become the project manager. The City's representative shall first approve any substitution of

representatives or subcontractors identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff and subcontractor substitution or removal, and may consider such changes not approved to be a breach of contract.

6.5 City Business License

A city business license will be required of the Proposer and any subcontractors for services performed in connection with any agreement entered into through this RFP process.

7. EVALUATION & SELECTION PROCESS

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to an Invitation to Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criterion and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criterion and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERION	
EVALUATION CRITERION	PERCENTAGE OF SCORE
Quality and completeness of submitted proposal	10%
Fee Proposal/Proposed Cost	20%
Proposer’s approach to the Scope of Services	20%
Support and Services	20%
Project timeline and implementation and training plan	10%
Qualifications and experience with similar types of projects	10%
Professional references	10%

The City reserves the right to determine whether or not a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City’s opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

Proposers will be notified of any additional required information and/or demonstrations and product testing after the written proposals have been evaluated.

Additional information related to the Proposer selection process will be made available in the future once the City has executed this contract. Please refrain from making any verbal inquires or requests for a formal debriefing related to the subject RFP until the City of Tustin completes the ongoing contract process.

8. ADMINISTRATION SPECIFICATIONS

8.1 The City of Tustin’s Rights to Proposals

All proposals, upon submission to the City of Tustin shall become its property for use as deemed appropriate. By submitting a proposal, the Proposer covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification,

or because of any misinformation or lack of information. The City of Tustin reserves the right to take one or more of the following actions as determined in the best interest of the organization:

1. to accept or reject in whole or in part any or all proposals;
2. to cancel this RFP in whole or in part without prior notice. Thereafter, City may issue a solicitation for new proposals;
3. City makes no guarantee as to the usage of the services by City;
4. to waive, at its discretion, any minor errors, informalities or irregularities, which the City deems correctable or otherwise not warranting rejection of the RFP;
5. to correct any arithmetic errors in any or all proposals submitted;
6. to negotiate with any Proposer(s) as necessary to serve the best interest of the City and to negotiate the final contract(s) with the most responsive, responsible Proposer
7. to investigate the qualifications of any Proposer under consideration;
8. to disqualify a proposal upon evidence of collusion with the intent to defraud or other illegal practices on the part of the Proposer;
9. to require confirmation of information furnished by the Proposer;
10. to award one contract for the total SYSTEM, or make multiple awards if it is in the best interest of the City.
11. to utilize any or all the ideas from proposals submitted;
12. to change the proposal's due date upon appropriate notification;
13. to adopt any or all of a vendor's proposal; and
14. to negotiate modifications to the scope and fee with selected Proposer(s) prior to contract award.

8.2 Interviews/On-Site Demonstrations/Equipment Testing

City reserves the right to conduct interviews, and/or to require on-site demonstrations and/or product testing with some or all of the Proposers at any point during the evaluation process. However, City may determine that interviews/on-site demonstrations/equipment testing are not necessary. In the event interviews/on-site demonstrations/equipment testing are conducted, information provided during the interview/on-site demonstrations/equipment testing shall be taken into consideration when evaluating the stated criteria. City shall not reimburse the Proposer for the costs associated with the interview/on-site demonstrations/equipment testing process. Equipment testing will be held at a time and place specified by the City. The Proposer's key project team members will be invited to attend the interview and/or on-site demonstrations and/or equipment testing. The Proposers should be prepared to discuss at the interview, their specific experience providing services and equipment similar to those described in this RFP, project approach, estimated work effort, available resources, and other pertinent things distinguishing the Proposer from others.

8.3 Proposal Instructions

Deadline for submitting proposals is 11:00 a.m., Wednesday, July 6, 2016. Mail or deliver to City Hall, City Clerk's Office, 300 Centennial Way, Tustin, CA 92780. Ten (10) copies of each submission are required along with one electronic copy on CD or DVD. All submissions must be sealed in a package with reference to "RFP for Parking Permit Management and Citation Processing Services Contract" on the outside. Proposals received after the deadline will be returned, unopened, to the Proposer.

8.4 Addendum and Supplements to the RFP

If it becomes necessary to revise any part of this RFP, an addendum or revision will be transmitted to all prospective Proposers by email and will be posted on the City's website. Questions concerning the RFP document must be submitted in writing to City of Tustin, Attn: Officer John Hedges, 300 Centennial Way, Tustin, CA 92780, or email at jhedges@tustinca.org.

Questions will be received through June 15, 2016, at 11:00 a.m. Responses to all questions will be distributed in writing via email to all known Proposers and will be posted on the City of Tustin's website (www.tustinca.org) as an addendum by June 23, 2016, at 11:00 a.m. Proposers are cautioned that any statements made by the contact person that materially change any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to this RFP.

8.5 Award of Contract

The City reserves the right to reject any and all Proposals. A formal contract award is anticipated for the best overall Proposer as determined by the Evaluation Committee and approved by City Council as a result of this RFP. The City reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the funding request, or gives one party an advantage or benefit not enjoyed by the other parties, or adversely impacts the interest of the City. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

8.6 False or Misleading Statements

Any submittals containing, in the opinion of the City, false or misleading statements will be rejected.

8.7 Proposal Costs

Costs for developing submittals are entirely the responsibility of the Proposer and shall not be chargeable in any manner to the City.

8.8 Evaluation Process

The City will form an Evaluation Committee to review all submittals received by the deadline. Any submittal failing to meet any of the qualifications documented in this RFP may be rejected. The purpose for the Evaluation Committee is to recommend which Proposer is best able to provide, install, maintain and support the SYSTEM, to the City's requirements, and within the City's budget. A submission in response to this RFP indicates your acceptance of the City's evaluation criteria.

8.9 Clarification of Proposals

The City reserves the right to obtain clarification information on any item in any Proposer's submittal or to obtain additional related information necessary to properly evaluate the submittal. Failure of a Proposer to respond to a request for more information may result in the proposal being rejected.

8.10 Confidential Information

All responses to this RFP become the property of City and will be kept confidential until such time as recommendation for award of contract has been announced. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act (Cal. Government Code Section 6250, et seq.). If a Proposer believes that any portion of its proposal is exempt from public disclosure, such portion may be marked "confidential." City will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials, data and information. Proposals marked "confidential" in their entirety will not be honored and City will not deny public disclosure of all or

any portion of proposals so marked. By submitting information with portions marked "confidential", the Proposer represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse the City for, and to indemnify, defend and hold harmless City, its officials, officers, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, (collectively, "Claims") arising from or relating to OCFA's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, City may request that the Proposer directly defend any action for disclosure of any information marked confidential.

8.11 City Use of RFP Ideas

The City reserves the right to use any and all service and product ideas presented from prospective vendors. Selection or rejection of a vendor does not affect this right.

8.12 Copyrights and Patents

The Proposer shall hold the City of Tustin and its officers, agents, servants, and employees harmless from liability of any nature or kind because of any copyrighted information, secret or proprietary process, patented or unpatented invention, disclosed or used in response to this RFP, and agrees to defend, at its own expense, any and all actions brought against the City of Tustin or its officers, agents, servants, or employees or the Proposer alleging or arising from unauthorized use of such information, process or invention.

8.13 Reliance on Information

PROPOSERS MAY RELY ONLY UPON WRITTEN INFORMATION AND/OR INSTRUCTIONS FROM THE CITY GIVEN HEREIN OR SUBSEQUENT TO THE ISSUANCE OF THIS RFP. PROPOSER MAY NOT RELY ON ANY ORAL INFORMATION AND/OR INSTRUCTIONS GIVEN WITH REGARD TO THIS RFP.

Any City response to a question or request for clarification by a Proposer will be made in the form of an addendum to the RFP, which will be sent via email to all parties to whom the RFP has been issued not later than five (5) business days prior to the due date for receipt of the Proposal and will become part of the RFP.

8.14 Replacement of Incompatible Staff

The City reserves the right to request and receive a replacement for any vendor staff member whom the City, in its sole and absolute discretion, determines is not working effectively with the City's staff assigned to this project, or who is inadequately qualified to perform the services to be provided, or who is unsuitable to be performing services in secure areas.

8.15 Security Check

All vendor personnel and subcontractors are required to pass an extensive security background check before they will be allowed to perform any services for the City. The vendor or individual employees of the vendor may be excluded from providing services based on the results of the background checks, in the sole and absolute discretion of the City. All proposals should acknowledge this fact, and project timelines should reflect this fact.

ATTACHMENTS

Attachment A --- Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (herein "Agreement"), is made and entered into by and between the CITY OF TUSTIN, a municipal corporation ("City"), and _____ ("Contractor").

WHEREAS, Contractor is qualified to provide the necessary services and has agreed to provide such services; and

WHEREAS, Contractor submitted to City a proposal, dated _____, a copy of which is attached hereto as Exhibit "A", in response to a Request for Proposal which is attached hereto as Exhibit "B". (Exhibits "A" and "B" are collectively referred to as the "Proposal").

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, City agrees to employ and does hereby employ Contractor and Contractor agrees to provide professional services as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Proposal (the "services" or the "work"). Contractor warrants that all services shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Proposal and specific terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of the City of Tustin and of any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, Contractor shall immediately inform City of

such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.5 Care of Work. Contractor shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by City, except such loss or damages as may be caused by City's own negligence.

1.6 Additional Services. Contractor shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Contractor shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original contract sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the City Manager.

2. COMPENSATION

2.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, the Contractor shall be compensated and reimbursed only for such services and such amounts as are expressly prescribed in Exhibit "C", in an amount not to exceed _____.

THE MAXIMUM AMOUNT OF CITY'S OBLIGATION UNDER THIS AGREEMENT IS THE AMOUNT SPECIFIED IN THIS SECTION. IF THE CITY'S MAXIMUM OBLIGATION IS REACHED BEFORE THE CONTRACTOR'S SERVICES UNDER THIS AGREEMENT ARE COMPLETED, CONTRACTOR WILL NEVERTHELESS COMPLETE THE SERVICES WITHOUT LIABILITY ON THE CITY'S PART FOR FURTHER PAYMENT BEYOND THE MAXIMUM AMOUNT.

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall, no later than the first working day of such month, submit to City in the form approved by City's Director of Finance, an invoice for services rendered prior to the date of the invoice. City shall pay Contractor for all expenses stated thereon which are approved by City consistent with this Agreement, no later than the last working day of said month.

2.3 Changes. In the event any change or changes in the work is requested by City, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional Contractor's fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is

required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Payment for Changes. Changes approved pursuant to an Addendum shall be compensated at the personnel hourly rates prescribed in Exhibit "C" hereto. Note: Exhibit "C" prohibits billing for travel or travel time.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed within any time periods prescribed in any Schedule of Performance attached hereto marked Exhibit "D". The extension of any time period specified in the Exhibit "D" must be approved in writing by the Contract Officer.

3.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Contractor shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. Unless earlier terminated in accordance with Section 7.7 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding _____ from the date hereof, unless extended by mutual written agreement of the parties.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following Principal of the Contractor is hereby designated as being the principal and representative of

Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: _____.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing Principal may not be changed by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be the City Manager of City. The Co-Contract Officer shall be the Communications Manager. It shall be the Contractor's responsibility to keep the Contract Officer, or the Co-Contract Officer in the Contract Officer's absence, fully informed of the progress of the performance of the services and Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer or the Co-Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Contractor shall be solely responsible for compliance with State and Federal Law with respect to the wages, hours, benefits, and working conditions of its employees, including requirement for payroll deductions for taxes. Employees or independent contractors of Contractor are not City employees.

5. INSURANCE / INDEMNIFICATION

5.1 Insurance Requirements

A. Types of Required Coverages. Contractor shall maintain in full force and effect during the term of this Agreement the following insurance policies:

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$5,000,000 each occurrence, and if written with an aggregate, the aggregate shall be double the each occurrence limit.

(2) Products-Completed Operations: Contractor shall procure and submit to City evidence of insurance for a period of at least three (3) years from the time that all work under this Contract is completed.

(3) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Code 1) with minimum limits of \$1,000,000 each accident.

(4) Professional Liability: Professional Liability insurance with minimum limits of \$3,000,000 each claim. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

(5) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

B. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(1) The insurance coverages required by Section (1) Commercial General Liability; and (3) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

(a) Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract.

Additional Insured Endorsements shall not:

- i. Exclude "Contractual Liability"
- ii. Restrict coverage to the "Sole" liability of contractor
- iii. Exclude "Third-Party-Over Action"
- iv. Contain any other exclusion contrary to the Contract

(b) Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) The policy or policies of insurance required by Section (5) Workers' Compensation shall be endorsed, as follows:

- i. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

C. Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

D. Evidence of Insurance

The Contractor, concurrently with the execution of this Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file

with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

E. Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

F. Contractual Liability

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

G. Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

H. Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

I. Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

J. Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

5.2 Indemnification. The Contractor shall defend, indemnify and hold harmless the City, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by City, arising from errors and omissions of Contractor, its officers, employees and agents, or arising out of or related to Contractor's performance under this Agreement, except for such loss as may be caused by City's sole negligence.

The Contractor shall also defend, indemnify and hold the City harmless from any claims or liability for City health and welfare, retirement benefits, or any other benefits of part-time or fulltime City employment sought by Contractor's officers, employees, or independent contractors, whether legal action, administrative proceeding or pursuant to State statute.

6. RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

6.4 Release of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that if the default is an immediate danger to the health, safety and general welfare, the City may take immediate action under Section 7.6 of this Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.5 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this

Agreement, to obtain injunctive relief, a declaratory judgment or any other remedy consistent with the purposes of this Agreement.

7.6 Termination Prior to Expiration of Term. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as the City's Contract Manager in his or her sole discretion determines is appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

7.7 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that the City shall use reasonable efforts to mitigate damages, and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed to City.

8. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

8.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any

other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

To Contractor:

CITY OF TUSTIN
300 Centennial Way
Tustin, CA 92780
Attention: City Manager

9.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

9.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

9.5 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 so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

Dated: _____

"City"
CITY OF TUSTIN, a municipal corporation

By: _____
Jeffrey Parker
City Manager

APPROVED AS TO FORM:

David E. Kendig
City Attorney

"Contractor"
[NAME]
By: _____

Exhibit A
Proposal

Exhibit B
Request for Proposal

Exhibit C

Manner and Timing of Compensation