

**RFP No. S-1254**

**CITY OF GARDEN GROVE**

**PROFESSIONAL SERVICES AGREEMENT**

**RECITALS**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Turbo Data Systems, Inc.**, herein after referred to as "CONTRACTOR".

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Provide Municipal Parking Citations Management for the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the Contract is anticipated to be two years from October 1, 2019 through September 30, 2021, with the option for the CITY to extend the term of the contract for up to two (2) additional two (2) year terms through September 30, 2025. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Scope of Work (Attachment "A"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Compensation for the first two year performance period shall be payable in arrears and shall not exceed (\$270,000.00). An additional fund for unforeseen volume increase and maintenance issues of ten percent of the contract amount over two years is available at the sole discretion of the Public Works Director. All work shall be in accordance with RFP No. S-1254 and the

Scope of Work (Attachment A). With the exception of a postal rate adjustment, all pricing shall remain firm for the first two-year performance period. Contractor may request pricing increase prior to the signing of the option years. Any increase shall be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, Subgroup "all items" entitled "Consumer Price Index, Los Angeles-Long Beach-Anaheim Average." However any increase shall not exceed two (2) percent after each two-year performance period.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Pricing Proposal (Attachment B).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### **4. Insurance Requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount not less than of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount not less than \$2,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.
- (d) Crime Policy, which includes Employee Theft, Employee Dishonesty, and Theft in an amount not less than \$250,000. Loss Payee Provision in favor of the City of Garden Grove.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-

insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
Turbo Data Systems, Inc.  
Attention: Roberta Rosen,  
18302 Irvine Blvd., Suite 200  
Tustin, CA 92780-3464
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove                      Garden Grove City Attorney  
11222 Acacia Parkway                     11222 Acacia Parkway  
Garden Grove, CA 92840                  Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"  
CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"  
Turbo Data Systems, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**  
**RFP No. S-1254**

**PROVIDE MUNICIPAL PARKING CITATION PROCESSING, PAYMENT,  
AUTOMATED HAND HELD TICKET WRITERS, AND ADJUDICATION SERVICES**

**I. EXECUTIVE SUMMARY**

The City of Garden Grove (City) invites the submittal of proposals from qualified firms providing Municipal Parking Citation Processing, Payment, and Adjudication Services.

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 City staff and the community at large.

Only firms with verifiable experience in Municipal Parking Citation Processing, Payment and Adjudication Services will be considered.

**II. INTRODUCTION TO THE CITY**

The City of Garden Grove is located in Orange County, California. Incorporated in 1956, the City is built out and is nearly 18 square miles, serving a diverse population of approximately 180,000 people.

The City issues approximately 28,000 parking citations annually, 25,000 electronically and the remainder as handwritten citations.

**III. OBJECTIVE OF THE REQUEST FOR PROPOSAL**

The City desires to contract with a qualified firm for Municipal Parking Citation Processing, Payment and Adjudication Services. The submitted proposal should reflect a two (2) year contract term with an option to renew the agreement for up to three (3) two-year (2) terms upon mutual agreement of both parties. The Request for Proposal (RFP) is specifically seeking:

- A. Municipal Parking Citation Processing Services
- B. Administrative Review and Hearing Coordination/Tracking
- C. Accounting Services related to payment of parking citations
  - i. A program for AB 503 payment plan compliance
- D. Customer Service (automated and staffed)
- E. Provide all required hardware, software, related supplies and internet on-line access (The City will provide all manual citation forms)

Each of these elements is discussed in detail in the following sections.



#### IV. SCOPE OF SERVICES

##### **Municipal Parking Citation Processing Services**

- i. Automated Input for Hand-held Electronic Citation Writers
  1. Citations should upload using standard wireless or cellular connections.
  2. Files must be loaded immediately upon file transfer.
  3. City shall have capability to edit all relevant information.
  4. Provide City with hand-held equipment, maintenance, repair or replacement (at no cost to the City) as necessary for the duration of the contract.
  5. Maintain and update boot/tow eligibility list for vehicles with 5 or more unpaid citations.
- ii. Data Entry – Handwritten Parking Citations
  1. Within 48 hours of receipt, all handwritten citations shall be input to the database program, batch and record receipt.
  2. City shall have capability to edit all relevant information.
  3. File and store citations in an easily readable retrievable format.
  4. File and store hard copy citations for a minimum of four (4) years plus current year. Thereafter, all hard copy citations must be destroyed to City satisfaction (e.g. shredding). Cost of document destruction is to be included in submitted proposal.
  5. Notify City of any parking citations that cannot be entered into the parking citation processing system and/or are defective (missing information such as violation code, location, license plate, etc).
- iii. Registered Owner Name Retrieval
  1. Ability to automatically retrieve registered owner data California Department of Motor Vehicles (DMV).
  2. Review DMV "No Hit" list confirming license plate and state information has been entered correctly on citation.

3. Confirm vehicle make, VIN, and registered owner information.
4. Contractor is required to send notices to lessees or cited vehicles when Certificate of Non-Ownership paperwork is received.
5. Contractor data retrieval system must have the ability to store previous and current owner information when a transfer of ownership has occurred.

iv. Out of State Vehicles

1. Automated access to vehicle registration information for all 50 states, Mexico and Canada.

v. DMV Registration Holds/Releases

1. Process all DMV "hold" or "release" within 48 hours of notification, excluding weekends and DMV holiday closures.
2. Daily registration hold/release updating.
3. Monthly reporting of DMV holds, releases and payments.
4. Fees associated with obtaining registration information are responsibility of contractor and is to be included in proposal.

vi. Payment Processing

1. City prefers to maintain a parking correspondence Post Office Box within Orange County. This box is to be provided by the contractor.
2. Mail collection is to occur at a minimum of three (3) times per week on mutually agreed upon days.
3. All incoming mail must be sorted and batched by the postmark date for payment posting.
4. All parking citation mail received must be opened and processed within 48 hours, exclusive of weekends and holidays (data entry, bank deposits, etc).
5. Contractor shall make daily bank deposit to the bank as directed by the City's Finance Director for all checks and money received. City will provide deposit slips. A copy of the deposit slip and citations paid with the amount shall be sent to

the City. The City will provide deposit slips. Submission of bank deposits to City by electronic means is acceptable.

6. Reconcile all payments entered with bank deposit.
7. File and store all source documents in an easily retrievable system.
8. Contractor must track rebilling on partial payments and checks returned for insufficient funds.
9. Contractor must provide for payment option by major credit card via secure Internet and telephone access. Access to both systems shall be available 24 hours a day, 7 days a week. Payments made by credit card are to be immediately updated in to the City's citation database. Credit Card payments are to be deposited into the City's bank account on a monthly basis.
10. Contractor may subcontract any portion of this agreement upon written request and approval of the City.
11. Contractor shall have plan in place to comply with AB 503 or any other Legislative Mandates that apply during the contract term.

vii. All Correspondence

1. Correspondence processed within 48 hours.
2. Sort and batch all correspondence by postmark dates.
3. Envelopes shall be kept with all correspondence.

viii. Delivery of Documents

1. The contractor shall forward all documents (e.g., citation clarifications, adjudication documents, etc.) to the City, a minimum of three times each week. Electronic notification is acceptable.
2. The City will forward, to the Contractor, handwritten citations and other documents on a regular basis.
3. The Contractor shall be responsible for courier/delivery service.

ix. Reporting

1. The Contractor shall be responsible for providing regular daily, weekly and monthly reports as agreed upon at time of agreement execution.
  2. The preferable method of report submission is electronic.
  3. The Contractor shall provide a sample of reports available to the City.
  4. Electronic reports shall be archived and available for a minimum of four (4) years plus the current year.
  5. The Contractor shall provide duplicate or replacement electronic reports at no cost to the City via hard copy and/or via high-speed internet access.
- x. Toll-Free Telephone Service and Customer Service
1. The Contractor shall provide a toll-free telephone number for customer service and credit card payments (Visa and MasterCard) capable of additional fee attachment.
  2. The toll-free telephone service shall be in operation 24 hours a day, 7 days a week for the 50 United States and Canada.
  3. The Contractor's telephone answering system shall be sufficient in design and capacity to process the added volume of telephones generated from inquires by Garden Grove customers.
  4. The telephone call processing system shall be capable of responding to requests for service in English, Spanish, Korean, and Vietnamese.
  5. The telephone system shall also provide up-to-date information on the status of a citation with the option to speak with a live representative during normal business hours.
  6. Sufficient Customer Service Representatives (CSR) shall be available Monday through Friday, 8:00 am – 5:00 pm, P.S.T.; excluding holidays to accommodate the added volume of Garden Grove citation inquires.
  7. CSR's shall be capable of providing customer service to the public for resolving parking citation questions of a non-judicial nature and research specific citation data when necessary.

8. Contractor's staff, serving as CSRs, shall be fully trained in all informational aspects of parking citation processing and related information specific to Garden Grove. This staff shall have real-time access to the parking citation database(s).

xi. Custom Notices and Letters

1. The Contractor shall provide the necessary postage, correspondence, and stock forms to meet all applicable State and local laws regarding citation processing and adjudication. Contractor shall provide all automated citations and pre-addressed return envelopes. The City will provide all manual citation forms.
  - a. Postage Rate Increase  
If postage rates increase or decrease during the term of the agreement, costing per notices and letters mailed will increase or decrease at same rate and effective date of U.S. Postal increase.
2. All notices and letters must be formatted using Custom #10 window envelopes with the City's parking citation PO Box return address. The interior #9 also customized with the City's address that is intelligent Mail bar-coded per the U.S. Postal Service requirements.
3. "Drive Away Notices" will be mailed to registered owners of vehicles as required by the California Vehicle Code. These notices are to be mailed no later than 15 days from the date of the original citation.
4. Contractor shall generate Delinquent Notices for unpaid accounts at a time frame acceptable to the City.
5. Non-sufficient fund (NSF) notices will be mailed to individuals immediately upon notification from the City that a check has not cleared. The notices will state the amount of original penalty, delinquent amount, and the appropriate NSF check fee.
6. Partial Payment Notices will be mailed to those who do not pay the full fine and applicable penalty. The notice should indicate the amount that was paid and the remainder that is due.
7. Samples of all forms, notices, letters, etc. must accompany the proposal.

xii. Secure Online Inquiry Access

1. All internet access points must be secure.
2. The online inquiry system must provide real time access to all citation information including registered owner information, payment information, and administrative adjudication correspondence history.
3. A "NOTES" feature shall allow authorized personnel to easily enter comments for a particular citation or license plate to be viewed by authorized system users.
4. Contractor shall provide, at no additional cost, access to the inquiry system for as many users or groups of users as the City deems necessary.

xiii. Support

1. The Contractor shall provide in-house staff for all aspects of processing parking citations and support for all automated systems related to the processing of parking citations, including: Internet access, information retrieval, systems operation and access, trouble shooting and servicing of Contractor supplied software and hardware.
2. All software upgrades for software originally supplied by Contractor must be supplied at no additional charge.
3. The Contractor shall provide up to forty (40) hours of training to all Garden Grove Parking Enforcement Personnel and support staff on the operation and access of the various automated systems utilized by the Contractor for purposes of parking citation processing per year.

xiv. Data Backup

1. All systems must be backed up daily to ensure safety of data in the event of a power outage or natural disaster.
2. All backups of data should be transferred and stored off-site as part of the Contractor's disaster recovery plan.

xv. Implementation Plan

1. The successful firm must provide a detailed plan to implement the transition no later than ten (10) working days after contract effective date of agreement.

xvi. Scofflaw Report

1. Weekly online scofflaw reporting should be available to the City for manual use.

xvii. Auditing

1. The Contractor shall comply with reporting requirements prescribed in California Vehicle Code Section 40200.3 (b).

xviii. City Meetings

1. Contractor will make themselves available during normal business hours for scheduled quarterly meetings, when requested.

**Administrative Appeal/Review & Hearing Tracking System**

xix. Automated Processing of Administrative Review Requests

1. Track Administrative Reviews and correspondence.
2. Administrative Review tracking system must be integrated with parking citation processing system.
3. Provide relevant information to citizen inquiries regarding the administrative appeal process.
4. Enter Administrative Review requests within 48 hours.
5. Sort and batch Administrative Review requests by postmark date.
6. Print and mail (U.S. First Class) all Administrative Review result letters using City approved letterhead and envelopes stating the reason the citation held valid.
7. Timely notify City of overpayment of fines and/or reimbursements due.
8. Enter and maintain database of all Administrative Review and hearing requests received showing status of each request.
9. File and store all source documents for a minimum of four (4) years, plus the current year.
10. Contractor will provide staff to respond to telephone inquiries regarding how to contest a citation, outstanding penalty

amounts or delinquent fees, or any other pertinent information in order to contest a citation specific to the guidelines established by the City of Garden Grove.

11. Contractor shall provide pricing for providing an independent certified Hearing Officer. Pricing shall be a flat rate per hearing or group of hearings. .
12. Contractor will coordinate scheduling services for Administrative Review Hearings at least three (3) weeks in advance.
13. Print and mail (U.S. First Class) City approved hearing notification letters stating the reason the citation held valid.
14. Tracking system must be able to track defendant's liable/not liable classification via customizable coding.

### **Automated Voice Response System**

15. The database must be available 24 hours a day, 7 days a week. Scheduled system maintenance back-ups must be between midnight and 4 a.m.
16. The automated voice response system must be capable of providing specific agency recorded information in English, Spanish, Korean, and Vietnamese regarding contesting, indigence, payment, address locations and information relating to correctable violations.
17. The automated voice response system must be capable of providing online data from the database when queried by citation number or license plate number.
18. The automated voice response system must be capable of providing online data regarding: the citation issue date, amount due, delinquent date, total amount due and Administrative Review results.
19. The automated voice response system must be capable of receiving payment via credit card with immediate authorization and posting capabilities.

### **Public Internet Access**

20. Contractor shall supply a website for public use which will automatically link them to a web page allowing them to enter their



parking ticket number or other identifying information and view pertinent citation data.

21. The website provided should be of the highest level of data security and data privacy. Web based data traffic involving privacy issues including: names, addresses, parking ticket numbers, and credit card numbers must be encrypted using at least 128 bit encryption systems. Contractor must agree to keep all City of Garden Grove customers data private and secure and will not share, sell, or otherwise access the City of Garden Grove customer data for reasons other than the normal processing of payments or as otherwise required by law.
22. Public access should include access to current citation and license plate status, current status of contested citations, due dates, original fine amount, late charges, information on how to contest a citation, how to show proof of correction for correctable violations, how to submit claims of indigence prior to a hearing and addresses for paying in-person or by mail.
23. The website should accept payments and service- fee approval by Visa and MasterCard a minimum of 24 hours a day, 7 days a week, with immediate authorization and immediate updating to the City's database. A confirmation e-mail should be sent to the payee upon approved payment.
24. The website shall allow for an individual to appeal their citation using an online system that also allows for easy uploading of photos or documents.
25. To the extent possible, the website shall be mobile device compliant.

### **City Internet Access**

26. Contractor must provide City with secure Internet access to the parking citation processing database.
27. The Contractor's system shall provide inquiry capabilities into the following data fields:
  - a. License plate number, vehicle identification number (VIN), make of vehicle, month and year of registration expiration and vehicle color.
  - b. Registered owner information and history.
  - c. Citation number

- d. General citation information including: Citation number, Issuing Officer and identification number, violation, location of occurrence, date/time issued, Officer comments/notes, and any pictures taken by the officer.
- e. Payment amount, date received, date entered, outstanding amount, and NSF history. *NOTE: All payment data shall be in an online, real-time environment.*
- f. Original fine amount, late payment penalty, total paid, amount of reduction, if applicable and final payment due.
- g. Complete listing of each notice mailed with the actual mail date displayed.
- h. Current Administrative Review status including: Deadline for filing Administrative Review, date Administrative Review received and adjudicated, date Administrative Review notice mailed.
- i. Current Administrative Hearing status including: Deadline for filing Administrative Hearing, date Hearing received, Hearing date and time, reschedule date/time, if applicable, disposition.
- j. Suspense code tracking – type of suspense, date suspension issued and removed.
- k. Notification/correspondence tracking – type of notice issued and date issued.

### **Internet System Requirements**

1. All internet access must be compatible with the City's network security and use TCP/IP as the physical layers protocol.
2. Contractor to define application layer protocol, if any.
3. Contractor to define the communication backup processes for the preferred access method.
4. Contractor to define configuration needed for printers.
5. Contractor to define network configuration testing done as part of the acceptance and what is the recourse if communication cannot be accomplished as part of the review.

6. Contractor's processing system must be capable of providing online inquiry functions in "real-time" reflecting immediate changes in status of accounts.
7. Contractor to define security parameters and protocols that are needed.
8. Contractor to define Internet access via VPN, leased line, or other requirements.

### **Hand-Held Writing Units**

28. Contractor shall provide the City with a minimum of four (4) and up to fourteen (14) hand-held citation writing units with the following specifications, but not limited to:

- Operating System
- Color Screen
- Entry from Full Screen Virtual Keyboard and/or Keyboard on Device
- Imager (minimum of 3 color pictures per violation capability)
- Chalking capability
- Rugged
- Wireless/cellular
- An integrated or Bluetooth connected printer to fit thermal paper
- Printer capability to accommodate cite rolls of at least 50 per roll
- Cables for charging the units in the office and the enforcement vehicle
- Straps, holsters, belt clips, etc.
- Battery life / 10 hours plus per charge (provide replacement batteries as needed)
- Ability to print up to 3 separate citations if the vehicle has 3 violations without entering all information again.
- Ability to mark citation or prior citation as a drive away
- Entry of citation information on a single screen so user can enter or change any field at any time and in any order
- Void reason codes
- Reprint last ticket feature
- Ticket Log
- Track duty and shift activities
- Pricing format all inclusive per attachment A
- Wireless connectivity via industry standard protocol (802.11, Bluetooth, etc...)

## 1. Automated Citations

Contractor shall provide hand-held writing units and automated citations forms and return envelopes. Hand-held ticket-writing units shall be programmable and shall be able to produce citations.

Hand-held units shall generate citations on partially pre-printed forms. The citation rolls to be provided by selected contractor to be used in the provided citation machine shall be appropriate for use in that machine (e.g., thermal paper). The citation roll must be:

- o Weather resistant,
- o Vandal resistant (current citation is of a plastic type and is almost tear proof),
- o Be pre-perforated for easy separation from the citation machine
- o Be printed on stock as near to 20lb as possible.

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's citation P.O. Box 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 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. 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.

Envelope should be sized to fit the citation lengthwise and be able to accommodate a check or money order height wise (current citation is 6"x2.25", while envelope is 3.5"x6.25"). Envelope should be manufactured on stock at 35lb paper or greater and come with an adhesive strip for sealing the envelope.

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

## **B. Collections**

Most parking citations are resolved during normal processing by payment of the fine, by permanent suspension as a result of an administrative review, or by adjudication. There are, however, a number of citations that remain open or unresolved.

The City's basic processing requirements the Contractor shall follow include the following:

1. The Contractor shall mail a minimum of two (2) notices of delinquency for each unresolved citation as well as special notices approved by the Director, including notices for partially paid citations. Currently, in accordance with statutory requirements, a notice of delinquent parking violation is mailed thirty days after issuance of a citation. If the citation remains unpaid, a courtesy advisory of pending vehicle registration hold (not required by statute) shall be mailed thirty days after the first notice.
2. The Contractor's notice program should be flexible and able to accommodate time-based as well as criteria-based selection variables to generate a specific type of notice. Examples of such criteria are: citation age, suspend status, and returned mail status. The Contractor shall obtain prior written approval by the Director for the original form and any revisions to language in the notices, notice layouts, or to noticing criteria.

The Contractor shall provide to the Department complete production, operational and management reports on its noticing program or reconciliation, audit, and City management oversight.

However, there are citations that remain unpaid after all the specified processing and collections efforts are completed. These open accounts result from such things as anomalies in the California DMV Registration System, failure of a new owner to re-register a vehicle, inaccurate mailing address provided to the DMV, and other similar situations. The City has assigned specific categories of open citations for special collections efforts. Monthly, the contractor's system shall automatically review the parking citation database and assign all citations that meet the designated criteria to its special collection component.

3. Selected Contractor will have the ability to take over existing credit report holds and place new holds. Contractor is to verify all information prior to a hold being placed.
4. The following criteria shall be used to determine special collection assignments:

1. **DMV Hold Rejects / Returned Transfers:** Any unpaid citation where the request for DMV hold was rejected where the DMV hold was released after transfer of ownership information has been obtained from DMV.
  2. **Aged DMV Hold:** Any citation that is on DMV hold and still unpaid 60 days after the expiration date of the previous year's registration.
  3. **Out-of-State Unpaid:** Any citation on an out-of-state plate that remains unpaid **30 days after the date of issuance and after registered owner information was obtained** and a delinquent notice was mailed.
  4. **Returned Mail:** Any unpaid citation whose final notice has been returned by the Post Office as undeliverable.
  5. **Registered Owner Information:** Any unpaid citations associated with a plate for which no registered owner information has been returned from the DMV after at least four requests have been made in two (2) month intervals.
  6. **Declaration of Non-Ownership:** Any unpaid citation issued to a vehicle for which a declaration of non-ownership has been received and 45 days or more has elapsed since the mailing of a letter requesting payment from the person identified as the new owner.
- 
7. **Lessee / Rented Vehicles:** Any unpaid citations issued to leased or rented vehicles 45 days after a letter requesting payment has been mailed to the person who leased or rented the vehicle.

The City reserves the right to amend the criteria used to determine which citations shall be assigned to special collections.

Special Collection Fee shall be 30% of the fine collected.

5. Contractor shall check with, and gain approval of, the City to initiate Franchise Tax Board (FTB) collections on a yearly basis for citations that remain unpaid. City reserves the right to not participate in the FTB program.

## Exclusions

Regardless of the special collection efforts of the Contractor, the City shall not pay a fee for citations collected as a result of:

1. Collection efforts of the DMV, i.e., all citations paid at the DMV;
2. Dismissals by the City or the Municipal Court;
3. When no collection activity has occurred within the twelve months preceding payment for citations **or** where notices have been returned by the Post Office as undeliverable; and
4. Notices sent during the period of time between the date of issuance and confirmation of a DMV hold.

## **C. General Requirements**

The following items are required by the City of Garden Grove in carrying out the duties listed in the Scope of Services:

1. All processing functions performed under this contract shall be completed within 48 hours after receipt, exclusive of weekends and holidays.
2. Contractor must comply with all applicable California Vehicle Code statutes for parking citation processing.
3. Contractor shall maintain files sent by the issuing agency for a minimum of four (4) years plus the current year.
4. Contractor shall provide initial and ongoing necessary on-site training and support for City staff to retrieve information stored in the computer system.
5. Contractor shall provide hand-held ticket writer units, software, hardware, and supplies.
6. Contractor shall provide, at no additional cost, access to the inquiry system for as many users or groups of users as the City deems necessary.
7. The City reserves the right to approve or disapprove all aspects of forms, reports, and other documents associated with the Parking Citation Program.

8. Contractor shall be able to assume complete responsibility for the Parking Citation Management System no later than thirty (30) days after contract effective date of agreement.
9. Proposal shall be considered all-inclusive and shall contain, but shall not be limited to, the cost of parking citation processing, equipment (hardware and software), maintenance and repairs, training, reports, courier services, and all other costs required to provide citation-processing services in accordance with specifications. Cost of all non-billable services should be built into the proposal format, and included in the cost of billable services.
10. The unit price for any or all of the items listed in this RFP are to be all inclusive per attachment "A".
11. Contractor is responsible for all data entry, including but not limited to, handwritten citations, and payments made at city facilities.

#### **D. PROPOSAL CONTENTS**

- A. Proposers are to provide the following information with their proposals:
  1. Information with respect to the firm and any sub-consultants, including:
    - Name, address, and telephone number of the firm
    - Name of State licensing or registering individuals in charge of work
    - Name, title, and telephone number of contact person with direct and continued responsibility for the project
    - Year the firm was established
    - Resumes of the principals in the firm
- B. Discuss relevant projects for which your firm was primarily engaged for the purpose of municipal parking citation processing.
- C. Provide at least three references for projects served by vendor within the past two years similar to the one discussed herein. List the City representatives for each reference. Reference contact information must be included and current.
- D. Samples of all letters or forms reflecting the format that will be used to contact accounts.
- E. A brief description of internal computer security.



- F. A statement regarding the company's ability to meet the required time frame must accompany bid.
- G. The proposal should include a statement of whether your company is currently involved in any pending litigation.
- H. The Contractor shall disclose in detail, specific areas of the RFP which are unable to be met.
- I. Describe briefly how your firm would plan to work with the City of Garden Grove and associated agencies regarding the specific project areas, including implementation plan.
- J. Describe the proposed companies special collection efforts and success rates.

V. SUBMISSION OF PROPOSAL

This solicitation does not commit the City of Garden Grove to pay any costs incurred in the preparation and submission of proposals nor to procure or contract for services.

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**"ATTACHMENT C"  
PROPOSAL PRICING  
BEST AND FINAL OFFER**

**PROPOSAL**

THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications for:  
**PARKING CITATIONS SYSTEMS MANAGEMENT PER SPECIFICATIONS, HEREBY PROPOSE** to furnish all labor, materials, equipment and transportation, and do all the work required to complete work in accordance with the Plans and Specifications for the sum price of:

**NOTE: THIS FORM MUST BE SUBMITTED WITH PROPOSAL**

All specifications are to be inclusive within the pricing below:

**PUBLIC WORKS DEPARTMENT - (APPROX 25,000 AUTOMATED/YEAR)**

**POLICE DEPARTMENT AND CODE ENFORCEMENT - (APPROX 1,500 AUTOMATED,  
3,000 HANDWRITTEN/YEAR)**

Cites Issued (Automated)	\$ <u>0.55</u> /cite includes citations & envelopes
Cites Issued (Handwritten)	\$ <u>0.65</u> /cite
Notice of Intent mailed	\$ <u>0.18</u> / notice plus postage
Additional Collection Letters(optional)	\$ <u>30%</u> / of amount collected
Out of State Processing*	\$ <u>30%</u> / of amount collected
Conversion (one time charge)	\$ <u>0.00</u> No conversion required
Hardware and maintenance fee	\$ <u>90.00</u> /per device per month (\$540 for 6 units)
FTB collection hold	\$ <u>2.50</u> /account + 15% of amount collected
AB 503 Payment Plan Processing	\$ <u>5.00</u> /Approved Plan

\*Charges for Out of State processing should only include the cost of collecting fines that have not been paid within thirty (30) days of the date of issuance and/or Out of State processing notice expired timeline.

**Adjudication Service**

Review Notice	\$ <u>1.08</u>	per notice plus postage
Hearing Schedule Notice	\$ <u>1.08</u>	per notice plus postage
Hearing Officer	\$ <u>30.00</u>	per hearing
	\$ <u>200.00</u>	minimum/hearing

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.
- (d) The undersigned is licensed in accordance with the Laws of the State of California.
- (e) All proposals shall be signed in ink by the President, Chief Executive Officer, or individual authorized to act on behalf of the company, with current Power of Attorney if applicable. The name and mailing address of the individual making the proposal must be provided.

CONTINUED NEXT PAGE

Check below where appropriate:

Partnership: That \_\_\_\_\_ are partners, doing business under the firm name of \_\_\_\_\_ and that the co-partnership makes the accompanying proposal.

Corporation: That Roberta Rosen of Turbo Data Systems, Inc. make the accompanying proposal.

Individual: That \_\_\_\_\_ is the bidder and makes the accompanying proposal.

Turbo Data Systems, Inc.

COMPANY NAME

18302 Irvine Blvd. #200

ADDRESS

Tustin, CA 92780

CITY - STATE - ZIP CODE

714-573-5757

TELEPHONE

\_\_\_\_\_  
CALIF CONTRACTORS LICENSE NUMBER

\_\_\_\_\_  
BIDDER'S NAME (PLEASE PRINT)

Roberta Rosen  
AUTHORIZED SIGNATURE /

8/7/2009  
DATE