

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
DATA TICKET, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the 1st day of January, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DATA TICKET, INC., a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide parking citation processing services, as more fully described herein; and

B. WHEREAS, Contractor represents that it holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personal data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Contractor's annual compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services

provided outside the scope of services specified in Contractor's Proposal unless the City Manager or designee, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the applicable rates for such services. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on December 31, 2024, unless previously terminated as provided

herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers'

compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and

content approved by City, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONTRACTOR:

Data Ticket, Inc.
2603 Main Street, Suite 300
Irvine, CA 92614
Tel: (949) 428-7240
Attn: Brook Westcott

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5675
Attn: Clint Dieball

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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

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

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

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

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall

supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses,

and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

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

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

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

[Signatures appear on following page.]

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

CONTRACTOR



Brook Westcott
Chief Operating Officer

Date: 12-16-2021

CITY OF COSTA MESA

For 

Lori Ann Farrell Harrison
City Manager

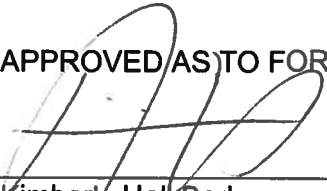
Date: 1/14/22

ATTEST:

for 

Brenda Green
City Clerk

APPROVED AS TO FORM:

 *AKA*

Kimberly Hall Barlow
City Attorney

Date: 1/13/22


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 12/20/21

APPROVED AS TO CONTENT:



Clinton Dieball
Project Manager

Date: 12-20-2021

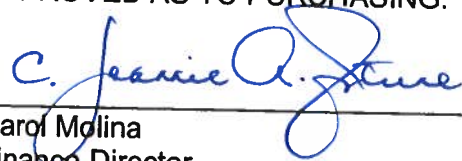
DEPARTMENTAL APPROVAL:



Ronald Lawrence
Police Chief

Date: December 21, 2021

APPROVED AS TO PURCHASING:



for Carol Molina
Finance Director

Date: 12/21/2021

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**PARKING CITATION COLLECTION SERVICES
RFP NO. 22-06**



**Police Department
CITY OF COSTA MESA**

Released on October 19, 2021

**REQUEST FOR PROPOSAL
FOR
PARKING CITATION COLLECTION SERVICES**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for Parking Citation Collection services for the Police Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for three (3) years with two (2) one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$133 million and a total budget of over \$163 million for fiscal year 2018-2019.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2,

Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

| | |
|---|---------------------------------------|
| Release of RFP | October 19, 2021 |
| Deadline for Written Questions Responses to Questions Posted | October 21, 2021 at 10:00 a.m. |
| Proposals are Due | October 25, 2021 |
| Approval of Contract | November 1, 2021 at 10:00 a.m. |
| | TBD |

**All dates are subject to change at the discretion of the City.

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a) The Proposer must have a Planning/Project Manager/Supervisor assigned to the Contract with five (5) years of experience, within the last 8 years, providing services equivalent or similar to the services identified in **Attachment A - Statement of Work**.
- b) The Proposer must have a Project Manager/designated point of contact assigned to the Contract with prior experience working with a similar municipality.
- c) The Proposer must have an office located in a radius of **50** miles from the City and the Project Manager/designated point of contact must be available to meet on site, on City property, for all meeting requests.
- d) The Proposer shall have five (5) years of current experience in providing a comprehensive and interlinked system comprised of a mobile video system, body worn camera, and digital evidence management software, at least one of which is similar in size and complexity as that of the City of Costa Mesa. Experience must be reflective of references provided in the proposal.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
 4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
 5. How many years have you been in business under your present business name?
 6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
 7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
 8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a fee schedule/pricing information for the project. Cost Proposals shall be valid for a minimum of 180 days following submission. Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of the contract.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Cost Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total lump sum fee.
 - ✓ A worksheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project asks, number of hours assigned for specific personnel and their basic hourly rates.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** **Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. (P.S.T) on November 1, 2021. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **October 21, 2021 at 10:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten(10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Method of Approach ----- 45%**
2. **Qualifications of Experience of Key Personnel ----- 25%**
3. **Qualifications of the Firm ----20%**
4. **Cost Proposal ---- 10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the

evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **November 22, 2021** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds

and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary

information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#). Proposers should check this web page daily for new information

APPENDIX A

SCOPE OF WORK

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

Municipal Overview

The City of Costa Mesa is located in central Orange County and encompasses 16.8 square miles. It is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley, and Irvine. The City has an estimated population of 115,000 and there are currently 136 sworn police officers.

The Costa Mesa Police Department issues approximately 26,000 tickets per year. Parking citations are currently sent to Data Ticket for processing. The City owns seven (7) hand-held ticket writers for issuing electronic tickets. The devices were purchased through Data Ticket, are insured through Data Ticket, and have the electronic citation software installed. In 2019, there were 24,313 tickets issued electronically. Tickets are also issued via manual ticket books and the information is manually entered into the system. In 2019, there were 1232 handwritten citations issued.

General Information

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

Services shall include, but may not be limited to:

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

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

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

The City of Costa Mesa is considering options to optimize their existing permit policies and the selected Contractor must be adaptable and work with the City of Costa Mesa to develop the applicable permits.

GENERAL SPECIFICATIONS

A. REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

B. NOTICE TO BEGIN

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

C. SYSTEM CONVERSION

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

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

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

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

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

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

D. CITATIONS

PROCESSING TIMELINES

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

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

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

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

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

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

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

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

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

PAYMENT PROCESSING

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

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

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

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

Contractor will provide for payment by credit card (Visa and MasterCard) and be capable of securing authorization from the banking institution. Payments made by credit card are to be immediately updated

in the database in real time. In addition, the Contract should have the capability of receiving payments via an automated telephone system and online via the internet.

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

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

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

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

CITATION EXTENSIONS

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

VOIDING AND DISMISSING CITATIONS

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

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

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

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

CORRECTIONS TO CITATIONS

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

PROCESSING INFORMATION

Contractor shall be willing and able to provide details on methods used to process citations, which include, but may not be limited to, citation collection, data entry, data validation, registered owner

inquiry, notice of delinquent parking violation generation, DMV notification, citation disposition and customer support.

MANUALLY WRITTEN CITATIONS

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

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

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

MANUAL CITATION PICK-UP

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

CITATION COPIES

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

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

E. ADMINISTRATIVE REVIEWS AND HEARINGS

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

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

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

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

PROCESSING TIMELINES

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

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

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

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

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

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

F. DMV COMMUNICATIONS

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

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

G. CUSTOM NOTICES AND LETTERS

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

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

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

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

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

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

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

H. SYSTEM CAPABILITIES

ONLINE REMOTE ACCESS

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

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

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

The City will have the ability to enter remotely:

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

PHONE NOTES

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

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

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

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

TRANSFER OF INFORMATION

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

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

HOST COMMUNICATIONS SOFTWARE

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

SYSTEM ADMINISTRATION

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

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

REPORTING

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

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

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

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

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

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

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

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

SYSTEM SECURITY AND BACK-UP PROVISION

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

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

I. CUSTOMER SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. EQUIPMENT & FORM SPECIFICATIONS

Contractor must provide for the handheld ticket writers:

1. **Hardware**, including, handheld computers, spares and supplies.
2. **Equipment** to support the upload/download processing and battery recharging.
3. **Any additional hardware** required for operation of the handheld system and units.
4. **Application software**, including:
 - a. Parking citation software that operates on the handheld ticket devices.
 - b. Any application software needed for the upload and download process.
5. **Supplies** for the handhelds, supplied by the vendor:
 - a. Paper – The paper shall be a minimum of twenty pound (20#) weight. All automated citations must be the standard size and meet the requirements for the type of printer proposed.
 - b. Envelopes – Contractor shall be required to provide payment envelopes to be provided to the violator with the citation. One envelope for each citation written. The envelopes shall be pre-printed with the payment location address. Envelopes should be a bright color in order for the citation to stand out on the violator's windshield.
 - c. Weather Resistant Bags – Contractor shall be required to provide weather resistant bags to be utilized with the citation in inclement weather. The bags should be big enough to hold an unfolded citation and envelope. Contractor may quote an alternate method for generating weather resistant citations and envelopes.

6. **Software** for handhelds should include a "Site License" to allow for future expansions within the City at no additional cost for the software.
7. **Technical and user documentation** or instructions.
8. **Installation of the software** and application-specific hardware at the City.
9. **Systems integration support**, specifically with the citation processing software or service provider.
10. **Technical and end-user training**, Contractor shall provide adequate training for all hardware and software and reference manuals for all hardware and software.
11. **Support for system**, syncing process, transfer process integration and acceptance testing.
12. **Technical Support** and trouble-shooting.
13. **Follow-up maintenance** and user support for the handhelds and associated hardware and software.
14. **Contractor shall be responsible** for supplying any hardware, software and/or technical expertise or requirements necessary.

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

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

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

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

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

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

HAND HELD CITATION WRITING UNITS

Contractor shall provide the City with Seven (7) hand-held citation-writing units, small and easy to use. The handheld computers shall meet the following minimum technical requirements:

- Each unit to be a one-piece, self contained unit with a built-in-thermal printer
- Weigh less than 12 ounces
- Readable and usable in all weather conditions
- Drop durability of 1.2 meters
- Operating temperature of -4°F to 122°F.

- Complies with the IP54 rating for dust and water-splash protection
- No loss of data while transferring data from handheld to server
- Photo taking capability to record violations and associate the photo with the citation issued
- Customizable programming
 - Handheld ticket-writing units shall be programmable and shall be able to produce citations that meet the format requested by the City and must meet at least the following:
 - a) Support industry standard data fields such as license number, VIN, etc.,
 - b) Include a Four Digit VIN Field,
 - c) License number is the first information entered in issuing a citation
 - d) Drop down lists when possible, including a full bail table with codes and descriptions,
 - e) Support pre-defined comment codes and free-form comments,
 - f) Supports standard location codes, descriptions,
 - g) Meter number,
 - h) Up to three violations per citation,
 - i) Laptop version of the citation writing software, printable to an O'Neal 4" Microline Printer,
 - j) Citations can be reprinted.
- Operating system should be Windows Pocket PC or equal
- Display should be at least 3.5 inch color touch screen
- The ticket writer must include a real time clock that displays time in hours, minutes, seconds, date should be displayed in day, month and year
- Each unit must be capable of sound recordings as part of the software package
- The ticket writer must have an alarm that warns user of "battery low" with sufficient time to remedy the problem.
- Communication should be (via USB) RS232 serial for connection to PC

CITATION PRINTER UNITS

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

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

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

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

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

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

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

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

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

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

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

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

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

AUTOMATED CITATIONS

Contractor shall provide handheld citation writing units for lease or purchase, charging racks lease or purchase, and automated citation forms, envelopes, and weather resistant bags.

Handheld ticket writing units will be programmable and will be able to produce citations that meet the format and layout requirements provided.

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

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

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

The scan line shall be printed in "OCR B" font type. The check digit routine shall be "Module 10" or some other industry standard. If some other industry standard is used, the City shall make the final determination as to acceptability. The City may, at its option substitute a bar code in lieu of an "OCR B" font.

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

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

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

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

AUTOMATED CITATIONS - SOFTWARE

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

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

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

WARRANTY AND MAINTENANCE

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

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

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

K. COMPENSATION

CITATION PROCESSING

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

ADMINISTRATIVE HEARING FEES

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

OUT-OF-STATE CITATIONS

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

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

OTHER COSTS

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

BILLING

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

PAYMENT REDUCTION

1. The City reserves the right to withhold up to one-hundred percent (100%) of the processing fee for each citation that is not processed within the timelines outlined above.

2. The City reserves the right to reduce the payment made to the Contractor, based upon the number of complaints per calendar month based on service received by City, which are determined to be legitimate by City's departmental representatives. Complaints may be tracked at the discretion of the City at any time. Complaints may be tracked by the Police Department, and penalties may be levied for complaints received in excess of 15 per calendar month. If more than the maximum number of complaints are received for non-billable services, the department shall deduct five percent (5%) from the month's invoice.
3. Failure to provide handheld ticket writers or the loss of citations due to handheld malfunctions is likely to result in damages to the City which is difficult to quantify. Therefore, the contractor shall be assessed penalties per the following:
 - a) The City reserves the right to reduce up to one hundred percent (100%) of the citation value from the payment to the Contractor for each citation that is lost due to unit malfunctioning.
 - b) The City reserves the right to reduce payment to the Contractor if more than two (2) units are out of service at one time due to unit failure not caused by mishandling by the City. The month's invoice will be reduced by five percent (5%), based on potential lost revenue and inconvenience.

L. PERMIT MANAGEMENT SYSTEM

Provide an overview of the Permit Management system

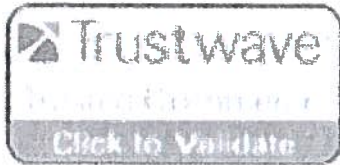
Offeror shall describe how the proposed PMS will support the City's current preferential parking permit exemptions.

Describe similar PMS transitions and Proposer experience converting to a virtual permit program. Provide a detailed explanation supporting the PMS transition process, specifically addressing existing permit timelines, established policies, and application processes.

- (a) Outline requirements for obtaining test data and completion of data conversion of all permit data from the City along with associated timelines for testing and conversion
- (b) Contractor shall conduct a requirements analysis as part of the system delivery process. This analysis shall begin with a data analysis of the current system where Contractor shall work with the City to obtain a full snapshot to be contained in a dedicated, separate environment that is isolated from any production environment. The data analysis shall provide the following:
 - (i) Data to be migrated
 - (ii) Data elements needed for migration
 - (iii) Identification of gaps and transformations to meet business rules and policies based on the "as is" and "to be" processes
 - (iv) Identification of interface requirements and potential impacts
- (c) Explain experience transitioning similar programs and identify risks and/or concerns with the proposed process

- (d) Contractor shall provide flexible management reports for data analysis and oversight of the system.
- (e) Contractor shall describe the PMS reporting capabilities and outline relevant reports available to the City

EXHIBIT B
CONTRACTOR'S PROPOSAL



City of Costa Mesa

Request for Proposals

Parking Citation Collection Services

RFP NO. 22-06

**November 1, 2021
10:00am**

Response Provided by:

**Data Ticket, Inc.
2603 Main Street, Suite 300
Irvine, California 92614
949-428-7240
ClientServices@DataTicket.com**

Data Ticket, Inc.
2603 Main Street, Suite 200
Irvine, CA 92614

City of Costa Mesa
Response to RFP No 22-06 for
Parking Citation Collection Services

CONFIDENTIAL INFORMATION DISCLAIMER

This proposal contains certain confidential and valuable information in the form of ideas, know-how, concepts, processes, plans and trade secrets that belong to Data Ticket, Inc. In accordance with the California Public Records Act, this confidential information shall not be disclosed outside the agency and shall not be duplicated, used, or disclosed in whole or in part for any purpose except in the procurement process. Confidential Information contained in this document is noted on each applicable page or image. Serious and irreparable competitive disadvantage in future procurements could result from the release of any confidential information contained in this proposal. Please notify us immediately, in writing, if there is a request for disclosure of any confidential information, so that we will have an opportunity to participate in any disclosure discussions.

The following data, furnished in connection with this solicitation, shall not be disclosed except to those who are directly involved with the evaluation within the Agency and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that if a contract is awarded to this offer or as a result of, or in connection with, the submission of this data, the Agency shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Agency's right to use information contained in the data if it is obtained under proper authorization from another source without restriction.

Note to the City of Costa Mesa: Data Ticket has responded to the City of Costa Mesa in full for every requirement identified. We respectfully request the city provide Data Ticket with the option to remove the following areas of our RFP Response in the event the city releases this Response to the public:

- Screen Samples / Screen Shots of our Proprietary Solution
- Report Samples of our Proprietary Solution

Data Ticket, Inc.
2603 Main Street, Suite 200
Irvine, CA 92614

City of Costa Mesa
Response to RFP No 22-06 for
Parking Citation Collection Services

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SECTION A: COVER LETTER

October 29, 2021



Dear Selection Committee:

Data Ticket, Inc. appreciates the opportunity to respond to the Request for Proposal for Parking Citation Collection Services (RFP 22-06) for the City of Costa Mesa and responds positively to all requirements therein.

Data Ticket is the current citation processing and collections provider for the city and has been since 2010. Since that time, we have consistently provided the city with excellent service and continual enhancements and upgrades at no charge. If Data Ticket is selected as the City's vendor through this RFP, we guarantee we will continue to provide the city and the public with the highest level of customer service possible.

Data Ticket was incorporated in the State of California September 15, 1989. We have operated continuously as a California Corporation for 32 years. Data Ticket offers the following services to the City of Costa Mesa:

- Nationwide parking citation processing
- Citation enforcement software and handheld devices
- Current and delinquent collections processing
- Online California DMV integration for the real-time acquisition of RO information and the placement, update and release of registration holds
- Online out of state real-time acquisition of RO information via NLETs
- Online out of state acquisition of RO information directly from out of state DMVs
- Courtesy and delinquent noticing services
- Customized customer portal for citizens to view, pay for and appeal their citation(s)
- Client facing portal for our clients to manage their citation(s)
- Comprehensive reporting capabilities that provide our clients with the ability to generate custom report based on any field in the database
- Payment processing
- 24/7 multi-lingual IVR
- 7am – 5pm Pacific live, bi-lingual customer service representatives to handle inbound customer service calls
- Call recording of all inbound and outbound customer service calls
- California surcharge calculation and submission
- Participation in the Franchise Tax Board's Interagency Intercept Program
- AB503 and AB3277 support via US Mail and online
- 100% web-based Solution compatible with any browser that supports TLS 1.2 or higher (for PCI Compliance)
- SOC 2 Type 2 certified
- PCI Compliant

Data Ticket, Inc.

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- Real-time integrations to any third-party vendor with which the city partners

Our business model is simple: We offer our software and our services to our clients at fair prices. We offer "living" software that is consistently enhanced to provide the most advanced features in the industry. We offer services to our clients and to the public to create a cohesive experience for the public regardless of communication points. We believe that consistency in messaging and transparency in processing and services is the key to an efficient, effective permit and parking citation program.

Data Ticket, Inc. is a California Corporation, a California certified Small Business and a California certified Women Owned business. Our full-time staff, located in Irvine, California includes comprehensive IT, operations, adjudication, data entry mail and customer services departments. We are compact and cohesive, which fosters our ability to be proactive in providing our clients with excellent service and flexibility in meeting their requirements.

The individual authorized to negotiate and bind the firm contractually to all statements in this proposal is Brook Westcott, Chief Operating Officer. Questions regarding this proposal should be directed to Brook Westcott at Data Ticket's corporate headquarters.

Data Ticket, Inc.

2603 Main Street, Suite 300 | Irvine, CA 92614

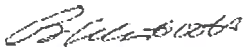
Office: 949-428-7240 | Fax: 949-281-3195

BWestcott@DataTicket.com; ClientServices@DataTicket.com

Data Ticket does not intend to use any subcontractors in the performance of the work required.

We believe after review of the enclosed proposal, you will agree that Data Ticket, Inc. is the most qualified partner to continue to provide the professional, focused service necessary for superior parking citation processing. This proposal shall remain valid for 365 days from the RFP closing date.

Thank you,



Brook Westcott
Chief Operating Officer
Data Ticket, Inc.

Section B: Background and Project Summary Section

This Section of our RFP Response speaks directly to the City's Scope of Work identified in Appendix A on pages 13-30 of the City's RFP. We have read and understand the City's requirements regarding parking citation software and services. We are currently exceeding the City's requirements in all identified cases. Below and on the following pages, we affirm we will meet or exceed the City's Scope of Work. Rather than restate the City's Scope of Work, we have provided **additional benefits and/or service offerings** from which the city and its customers are currently benefitting.

General Specifications

A. REQUIREMENTS

Data Ticket has read the requirements identified on pages 14-15 of the City's RFP and will meet all stated requirements. Additionally:

- Data Ticket is online with California DMV and obtains registered owner information within approximately 1.5 minutes of a new citation entering the database.
- California Registration Holds and Releases are placed real-time as each individual citation is eligible.
- Data Ticket is online with NLETs and obtains out of state registered owner information via a real-time interface.
- Our Solution accommodates as many increases as a client applies and our Solution supports a progressive bail schedule.
- Our Solution is 100% web based. City Personnel will continue to have unique usernames and passwords that provide real-time, online access to the city's citations.
- All reporting will continue to be provided online via our real-time Solution and City Personnel will continue to be able to generate, save and share custom reports using our Report Generator feature.
- City Personnel will continue to have unlimited in person, zoom and phone training throughout the life of the contract.

B. NOTICE TO BEGIN

Data Ticket is the City's current parking citation processing vendor. As such, there will be zero downtime and no transition effort or conversion effort if the city were to select Data Ticket as its citation and parking permit processing vendor.

C. SYSTEM CONVERSION

Data Ticket is the City's current parking citation processing vendor. As such, no conversion effort is required.

D. CITATIONS

Processing Timelines

Data Ticket has read the requirements identified on pages 15-16 of the City's RFP and will meet all stated requirements. Additionally:

- Data Ticket recommends each handheld device utilize a data plan to transmit citations electronically as soon as the print button is selected. This process provides the greatest

benefit to City Personnel and to the city's customers who may wish to pay or appeal their citation(s) in the most expeditious manner.

- Data Ticket's proprietary digital drop box feature ensures that manually issued citations are presented to the first available data entry operator as soon as the citation is received. This process is often completed within 24 hours of receipt.
- Our Solution is time and event driven meaning that at any time the city may elect to change the timing of penalties and/or notices and our Solution will easily accommodate such changes.
- Each notice / letter we send on behalf of the city is always eligible to be customized by City Personnel.
- The city currently treats all parking citations with the same processing timeline, regardless of whether the citation was issued to an in state or out of state plate. Should this change at any time, our Solution will accommodate that change.
- California DMV Holds and Releases are placed real-time as soon as each citation is eligible to have a hold placed or a release made.

Payment Processing

Data Ticket has read the requirements identified on pages 16-17 of the City's RFP and will meet all stated requirements. Additionally:

- Data Ticket will continue to provide multiple PO Boxes to accept payments, adjudication requests, payment plan requests, indigent waiver forms, proofs of payment, releases of liability and other miscellaneous documentation. Daily a courier will retrieve the contents of the PO Boxes and deliver them to Data Ticket for processing.
- Data Ticket will provide daily courier service to the city's bank account to ensure all deposits are made directly to the bank Monday – Friday.
- City Personnel will have access to view real-time deposit information as well as real-time credit / debit payments. Data Ticket will continue to accept Visa, MasterCard, Discover and American Express via a real-time authorization and batch settlement process.
- Our Solution provides the city with a complete audit trail of every transaction performed in the system, including the username of the individual performing the transaction, the date of the transaction and the reason for or comment about the transaction.
- Our Solution will continue to provide City Personnel with the ability to dismiss or uphold a citation issue for a handicap violation and apply the handicap administrative fee allowable by California Vehicle Code.

Citation Extensions

Data Ticket has read the requirements identified on page 17 of the City's RFP and will meet all stated requirements. Additionally:

- City Personnel can request an extension for any period, as well as a reason for the extension such that reports can be run at the reason level to better understand why extensions are placed and how often.

Voiding and Dismissing Citations

Data Ticket has read the requirements identified on page 17 of the City's RFP and will meet all stated requirements. Additionally:

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- City Personnel who have been given access rights to void / dismiss citations may do so at any time. Additionally, those individuals can email our Operations Department to request such actions be taken.
- Data Ticket provides the city with an online void / dismiss report that provides information at the detail and summary level regarding voids / dismissals, so the city has a good understanding of the number of citations voided or dismissed, as well as the reason and who performs each void / dismissal.
- can request an extension for any period, as well as a reason for the extension such that reports can be run at the reason level to better understand why extensions are placed and how often.

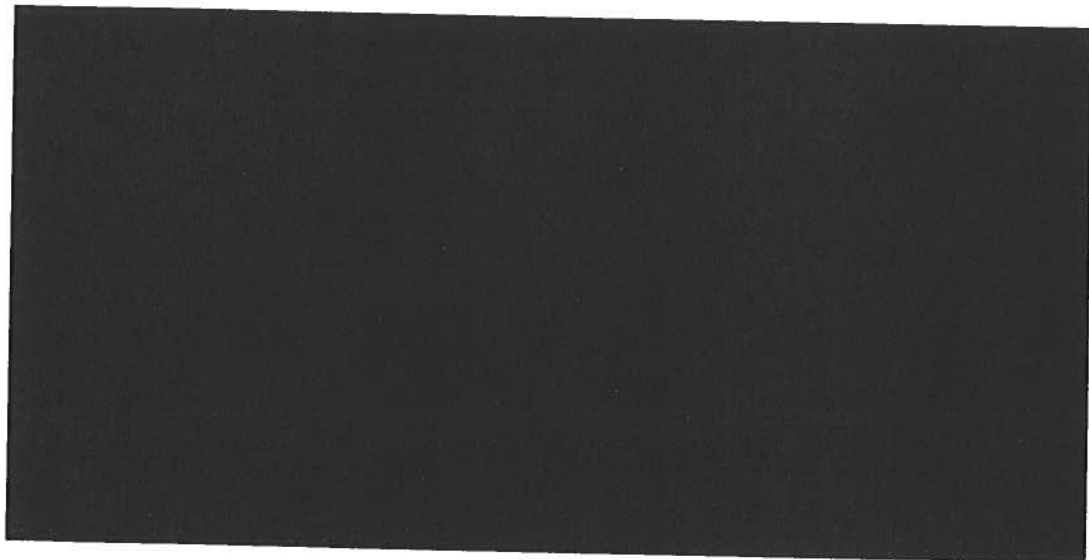
Correction to Citations

Data Ticket has read the requirements identified on page 17 of the City's RFP and will meet all stated requirements. Additionally:

- Data Ticket's Operations Department will continue to make corrections to previously issued citations. Additionally, we will continue to send Letters of Correction that are automatically generated and mailed via 1st Class Mail when required. Finally, all Letters of Correction will continue to be electronically attached to the applicable citation for viewing by City Personnel.
- In the event a new responsible party is needed because of a citation correction, our Solution will automatically request a new responsible party.

Processing Information

Data Ticket has read the requirements identified on pages 17-18 of the City's RFP and will meet all stated requirements. Below we have provided an overview of the processing currently utilized by the City of Costa Mesa. We will continue to process for the city in any manner required and we will continue to adjust as directed.



Manually Written Citations

Data Ticket has read the requirements identified on page 18 of the City's RFP and will meet all stated requirements. Additionally:

- Manually issued citations will be electronically uploaded into our Data Entry queue for immediate keying into our Solution.
- All manually issued citations will be electronically scanned and attached to the electronic citation record such that City Personnel can view a copy of the manually issued citation at any time.

Manual Citation Pick-up

Data Ticket has read the requirements identified on page 18 of the City's RFP and will meet all stated requirements; however, today the city either sends citations to Data Ticket for processing or utilizes our digital drop box feature to provide manually issued citations to Data Ticket.

Citation Copies

All manually issued citations are electronically scanned and attached to the citation record in our Solution, so they are viewable by City Personnel when viewing a citation.

E. ADMINISTRATIVE REVIEWS AND HEARINGS

Data Ticket has read the requirements identified on pages 18-19 of the City's RFP and will meet all stated requirements. Additionally:

- Data Ticket's Adjudication Department will be responsible for scanning and placing on hold all 1st level review requests and all 2nd level hearing requests mailed to Data Ticket's PO Box.
- City Personnel will have access to review and perform 1st level review dispositions online. Once completed, Data Ticket will be notified of a pending disposition letter that needs to be generated, mailed, and attached electronically to the corresponding citation.
- Data Ticket's Adjudication Department will place all 2nd level hearing requests on hold that are received at Data Ticket via US mail. This Department will work with City Personnel and independent Hearing Officers to schedule phone, written, Zoom and in person hearings.
- All hearing schedule letters, disposition letters, letters of non-responsibility, letter of no-bail, and others will be generated by Data Ticket and mailed via first class mail. All letters will be electronically attached to each corresponding citation so City Personnel can view them at any time.

Processing Timelines

Data Ticket has read the requirements identified on page 19 of the City's RFP and will meet all stated requirements. Additionally:

Data Ticket has provided the current citation processing timeline the implemented for the city on page 5 of our response. All timing identified within this diagram is specific to the city and can be changed at any time.

- All reports provided by Data Ticket are offered online using our real-time reporting solution. City Personnel will continue to have access to generate custom and standard reports in detail or summary mode for any timeframe required. If City Personnel ever require a new report, we will be happy to provide it to the city at no cost.

- Our Operations Department will continue to be responsible for processing all voids, reductions, dismissals, and all other dispositions requested on behalf of City Personnel. Of course, City Personnel can also perform all dispositions online.
- All Data Ticket personnel will respond to requests from the city within 2 business days; however, our turnaround time tends to be within 2 hours.

F. DMV COMMUNICATIONS

Data Ticket has read the requirements identified on page 19 of the City's RFP and will meet all stated requirements. Additionally:

- Data Ticket is online with California DMV. We obtain registered owner information daily from California DMV. Data Ticket is also online with NLETs and obtains out of state registered owner information. As a strategic partner with NLETs, we pay a monthly and per request fee to obtain out of state registered owner information real-time. We currently provide this service to the City of Costa Mesa utilizing the City's ORI and Data Ticket's ORI.
- Data Ticket is online with California DMV, and we place registration holds and releases daily via a real-time connection with DMV. In addition, we can place registration holds and releases manually when required. Additionally, we are the only vendor that can provide City Personnel with the ability perform real-time DMV lookups with California DMV. This is a unique feature in the industry as most vendors perform batch updates that occur overnight.

G. CUSTOM NOTICES AND LETTERS

Data Ticket has read the requirements identified on pages 19-20 of the City's RFP and will meet all stated requirements. Additionally:

- Data Ticket's Solution is responsible for sending notices daily, per the City's required timeline. Today, Data Ticket sends up to 5 notices per unpaid parking citation. These notices are sent daily as soon as each citation is eligible to have a notice sent. We do not ever hold or batch notices. We adhere strictly to the city's timeline. Additionally, we can modify this timeline within 24 hours or notification should the city ever desire to change the timing.
- In addition to sending notices on behalf of the city, our Solution automatically processes bad addresses, releases of liability, notices of sale or lease and rental agreements and letters of correction. All these functions impact the sending of Parking Notices; however, our Solution ensures the processing of these documents does not impact the ability to send notices and collect on citations in any way possible.
- All correspondence sent on behalf of the city is sent via 1st Class mail and will include a return envelope when asking the recipient to submit payment or documentation.
- Samples of all forms, notices and letters have been included in our response in Section J.

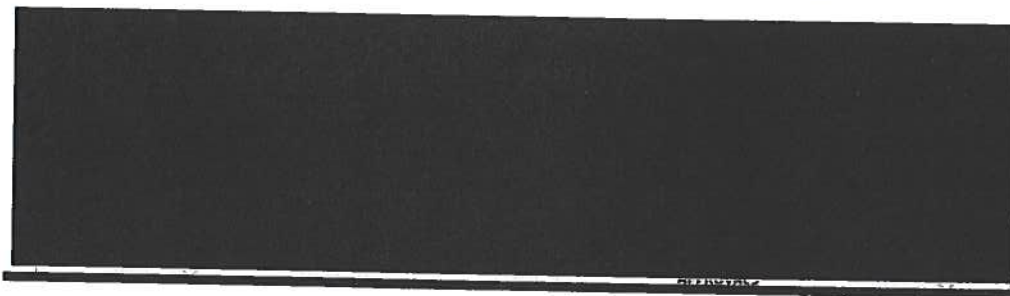
H. SYSTEM CAPABILITIES

Online Remote Access

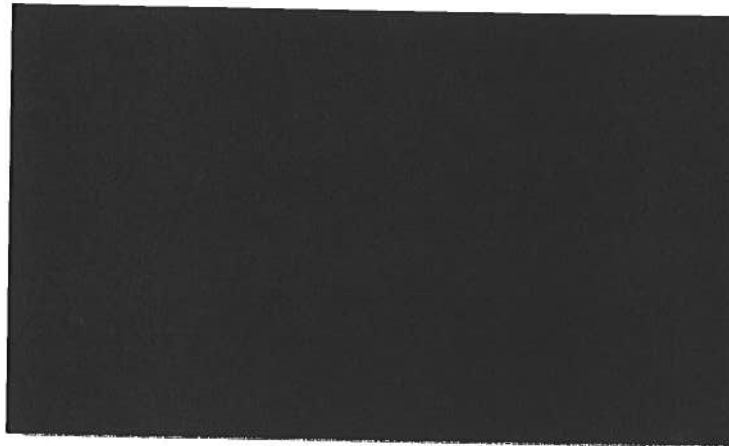
Data Ticket has read the requirements identified on page 20 of the City's RFP and will meet all stated requirements. Additionally:

- Data Ticket will continue to maintain all Citation related information in an electronic database that may be accessed through a web-based interface that is friendly to use for non-technical users.
- Access to the Solution is provided 24/7 via a unique username and password. City Personnel can manage user access, or our Client Services Department can handle access to the Solution. Data Ticket's Citation Management Solution is 100% web based. The entire system is accessible using a username and password. In the event new individuals require access to the system or individuals with existing access need their access level modified, Data Ticket will update the access levels the same day the request is made at no cost to the city, or the city will have the option of having a Client Administrator who is a member of City Personnel who will have the ability to manage the city's users online.
- Upon entry into our Solution, City Personnel will be presented with a homepage that provides calls to action that are specific to each user logged in. One such homepage has been provided below. This individual is responsible for Performing 1st Level Reviews, reviewing Pending Refunds, reviewing Make Mismatches, approving Payment Plans, and approving Void Requests.

This homepage is configurable for each client and for each individual login at the Client so that each person is aware of pending action items. Clicking on each call-to-action button takes the user to a specific webpage that details the area that was selected.



You will note this homepage also provides the user the ability to use the Quick Search or to select the Search button in the top menu to search for citations. The Quick Search feature allows the user to search by citation number, license plate, or notice number which the Advanced Search provides the user with the ability to search by citation number, notice number, license plate and state, full or partial VIN, full or partial citizen's name, driver's license number, and location of the violation. In addition, the user may elect to narrow the search results by identifying a citation start and end date or balance owed.



The screen shot above also provides the user with the ability to perform Group Edit Features across multiple citations. The Group Edit features include the ability to add a note, attach a file, edit a vehicle, or edit a responsible party.

Once a citation is searched for and successfully found, the following information is displayed to the user:

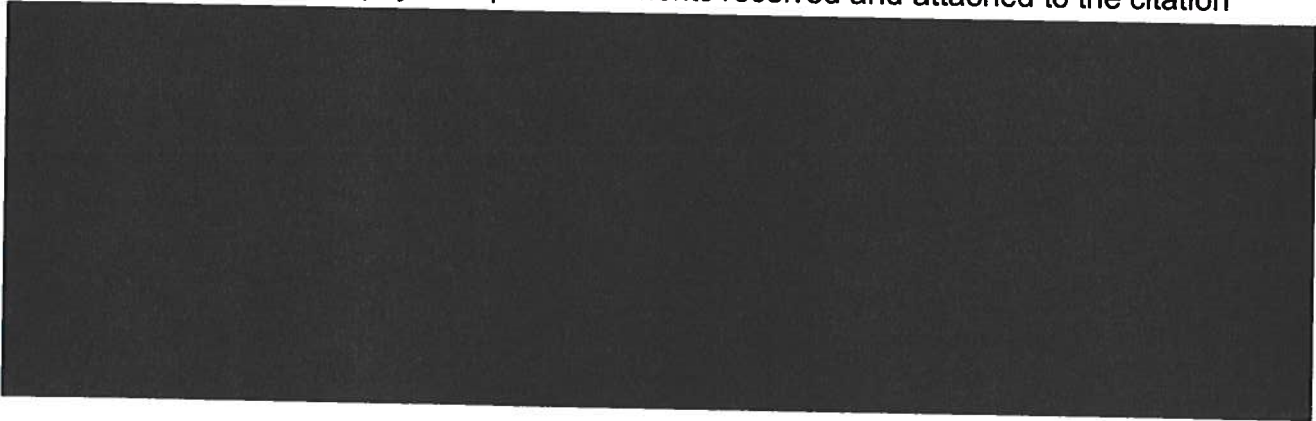
- Current status of the citation, bolded in red or green font, indicating the age of the citation, as well a high-level summary for the citation, plate, responsible party
- Registered owner information as provided by DMV, including registration date and any names listed on the registration, VIN, make and model
- This Person, This Plate information detailing citations issued to the Plate and citations issued to the person



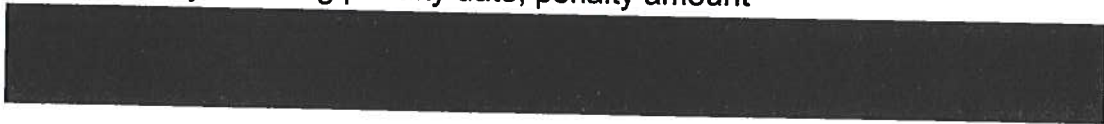
- Our website provides a complete audit trail of the registered owner and any changes made due to a release of liability, a change due to a renter or lessee, or any other change. Finally, City Personnel will have the ability to view a complete audit trail for every citation in the system.



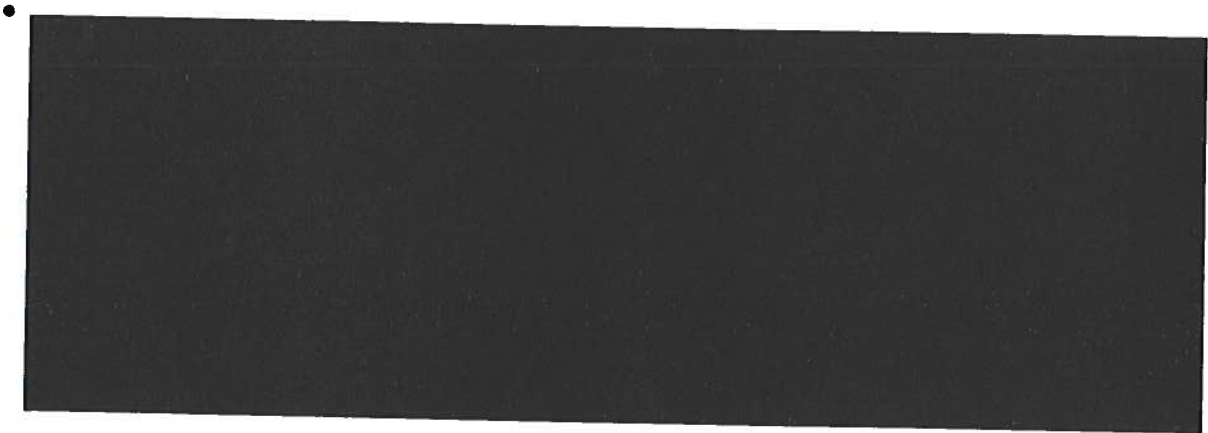
- All citation level information that was entered on the citation, including VIN
- All photographs, videos and voice recordings taken at the time of the citation issuance and transmitted to Data Ticket, as well as all appeal documents, citation documents and payment plan documents received and attached to the citation



- Violation information and all charges, fees and adjustments made at the citation level
- Penalty history including penalty date, penalty amount



- Notice history, including date sent, date due, address sent to, registered owner, make of the vehicle, and amount due; a PDF copy of every notice / letter generated through our Solution is automatically attached to the citation record within 24 hours. These copies can then be re-printed and viewed as often as desired. We do not purge these attachments unless specifically requested to do so by a Client. Please see below a sample screen of how notices are attached for the City to view, print and re-print. You will note the underlined notice number which is hyperlinked to the actual notice generated:



- Adjudication history, including date the citation was placed on a review and hearing hold, date hearing was scheduled for, date hearing schedule letter was sent, judgment, date judgment was entered, date judgment letter was sent, disposition

information, hearing officer name, complete appeal description, images attached as part of the adjudication process and a complete description of the reason for appeal if the appellant appealed online



- Payment information, including payment type, payment received date, check date, check number, deposit date, payment location, amount paid, and returned check date or credit card charge-back date



- Vehicle registration history



- A complete audit trail of the citation, including a username and date for every transaction
- All phone notes as entered by our customer service representatives and any other personnel who have a username and password
- DMV inquiry date and hold and release information and dates, including registered owner information, with address and registration expiration date

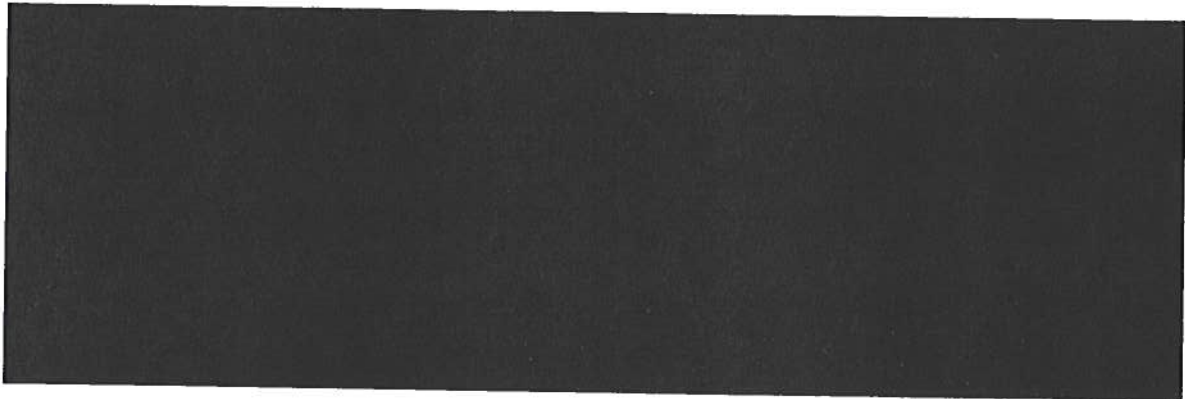


- Citation simulation for reproduction and printing at the city

In addition to simply viewing the citation detail page described on the prior pages, City Personnel will have the ability to manage Indigent (and Non-Indigent) Payment plans if required. Below we have provided a screen shot of our Indigent Payment Plan Homepage for the City's review. This page, like our other offerings, calls the attention of the user to the responsibilities in which he or she may need to act.



Below you see our Adjudication Hold Search Page that provides the user with the ability to quickly view all pending 1st Level Reviews, and 2nd Level Hearings and narrow the search results down to those requests made via the web, citations issued by a particular officer or citations issued to a specific meter number. This page provides City Personnel with the ability to click on each citation number, review the citation details and supporting adjudication documentation and render a decision online.



Phone Notes

Data Ticket has read the requirements identified on page 21 of the City's RFP and will meet all stated requirements. Additionally:

- All inbound and outbound calls are recorded and can be provided to City Personnel upon request.
- Callers will have the option to wait on the line to speak with a Customer Service Representative or receive a call back within 24 hours. This is a feature that is unique to Data Ticket's service offerings.
- All calls received and made will have detailed phone notes displayed in the transaction history of the citation.
- We are the only solution provider that provides our clients with Customer Service Reports.

Transfer of Information

The city utilizes data plans on the handheld devices to transmit citations and media from handheld devices to our Solution in real-time as soon as a citation is printed.

System Administration

Our Solution accommodates the maximum number of security levels as each feature is assigned or not to everyone. Additionally, our Solution is fully redundant in the Microsoft Azure Cloud and nightly daily backups are made.

Reporting

Data Ticket has read the requirements identified on pages 21-22 of the City's RFP and will meet all stated requirements. Additionally:

- Data Ticket offers the most extensive reporting capabilities in the industry. Our reports are provided to our clients via a web-based real-time Solution that provides for the ability to generate Financial, Management and Operational Reports for any timeframe required.
- Our reporting structure is set as follows for parking citations. Each Category contains a minimum of 3 reports each with a maximum of 10 reports in any single category, for a total of 64 reports:

| | |
|----------------------|-----------------------------|
| Adjudication Reports | Aging Reports |
| Citation Reports | DMV Reports |
| Financial Reports | Franchise Tax Board Reports |
| Officer Reports | Operational Reports |
| Payment Plan Reports | Refund Reports |
| Scofflaw Reports | Customer Service |

In addition to those categories identified above, we also have a complete category for Permits, Month-end Invoicing Reports, and My Saved Reports. Finally, we have a complete Report Generator tool that provides our clients with the ability to generate, save and share custom reports.

System Security and Back-up Provision

Data Ticket's data center environment is defined as follows:

- Geographic location(s): 2603 Main Street, Suite 300 in Irvine, CA. In addition, our backup facilities hosted in the Microsoft Azure cloud.
- Redundancies: We maintain local redundancy by utilizing multiple internet service providers, redundant failover firewalls, web servers, storage servers, and database servers. We additionally utilize Microsoft Azure services for additional failover capabilities.
 - i. Power: We maintain APC UPS devices for all production servers and equipment.
 - ii. Server: We have redundant web, database, and file servers.
 - iii. ISPs: We maintain ISP connections through COX Communications and AT&T.
- Infrastructure environment: We have redundant firewalls and the ability to host services in the Microsoft Azure cloud.

I. CUSTOMER SERVICE

Data Ticket has read the requirements identified on pages 22-23 of the City's RFP and will meet all stated requirements. Please refer to our response to the Online Remote Access and Reporting requirements on prior pages. Additionally:

- Callers will continue to have the ability to call one of several toll-free, bi-lingual customer service lines. All calls made into our customer service lines are recorded and can be provided to City Personnel upon request. In addition, Data Ticket offers Appellants several unique toll-free numbers that are specific to those individuals in the adjudication

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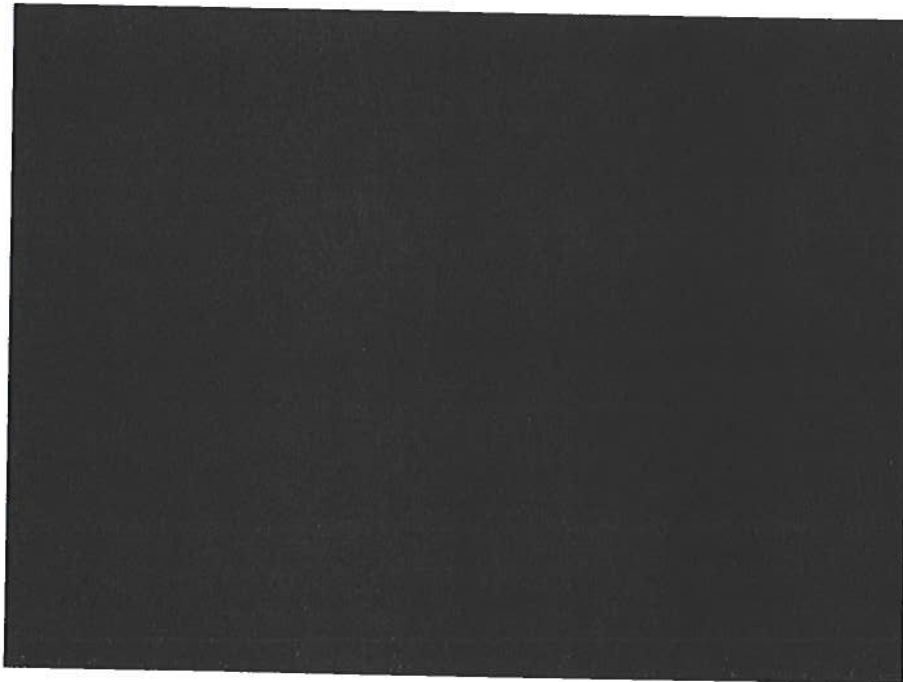
process. Our Customer Service department is available Monday – Friday from 7am – 5pm, Pacific. Our bi-lingual IVR Solution is available 24/7.

J. EQUIPMENT & FORM SPECIFICATIONS

Data Ticket has read the requirements identified on pages 23-28 of the City's RFP and will meet all stated requirements.

Data Ticket has proposed Samsung Galaxy A52 paired with TSC Alpha 3R Printers. Alternatively, many agencies prefer to utilize a single piece unit so if that is the route the city decides to go, we recommend the N5Z1. Of course, there is also the option to use both types of units if desired.

Below, please see the homepage for our handheld citation issuance offerings. Each tile on the screen has a unique feature that provides our clients with the ability to perform a variety of functions. In the second image provided, the user has selected the Parking Enforcement tile and is now ready to issue a citation.



K. COMPENSATION

Data Ticket has provided compensation in a separate file as required.

L. PERMIT MANAGEMENT SYSTEM

Data Ticket has read the requirements identified on pages 28-29 of the City's RFP and will meet all stated requirements. The implementation of a permit solution is very specific to each client. We have recently implemented permit solution for the City of Riverside, the City of Oceanside, the City of Seal Beach, and the City of Pasadena. Each implementation has varied in length based on the complexity of the permits offered and the types of permits offered.

- Our Permit Solution accommodates many permit types that cover a variety of business rules. There simply is no limit to the types of permits our Solution accommodates. Our handheld citation enforcement solution is provided real-time information regarding valid and expired permit holders. Our handheld citation enforcement software utilized web services to provide real-time permit data to the handheld ticket writers.
- Our Parking Citation Processing Solution and Permit Management Solution are fully integrated and accessed with a single username and password. When a user views citation data at the plate level, they are also presented with all permit data. Similarly, when a user view permit data, they are presented with citation data.
- Individuals desiring to purchase a permit will continue to have the ability to create an account online, create a username and password and complete an application for all permit types. Customers will have the ability to upload supporting documentation to support their need for a permit. Additionally, customers will have the ability to perform a real-time DMV verification for those permits that require an individual to provide proof of residency. This real-time DMV verification reduces greatly the amount of work the customer must do and is performed quickly so the customer can complete the verification process and payment process in a single session.

SECTION C: METHOD OF APPROACH

IMPLEMENTATION PLAN

Data Ticket's management plan and controls will ensure the City's Parking Citation Processing is expertly, efficiently, and effectively handled. City Personnel will continue to have three key individuals to manage the contract. These individuals will be responsible for every aspect of the on-going care of the contract. These individuals will be made available to the City during regular business hours and their email and/or cell numbers will be made available for after hour questions / concerns or issues.

To ensure success will continue to be achieved, we will actively manage the contract by speaking with the City on a regular basis, holding review sessions of reports, providing updates to the software we provide and scheduling regular in-person meetings to flush out issues and discuss progress.

CLIENT SATISFACTION

Data Ticket is only successful if each of our clients is pleased with the service we provide and realizes the value in the efforts we make to produce the maximum amount of recovery for parking citations issued. Data Ticket will meet regularly with the City to establish metrics with which to track our progress. Throughout the implementation process we will document the City's philosophy on handling customer service and adjudication questions and issues.

We contain a wealth of experience in handling citation processing from clients nationwide and we will continually provide information to the City on how processing is progressing, what collection rates are, and we will provide guidance on how we can increase collection rates and client satisfaction throughout the life of the contract. We will meet regularly, based on the City's availability, to ensure all online reports are understood and to understand whether additional reports are required. In addition, we will meet regularly,

based on the City's availability, with the City's Parking Citation Officers to ensure they have access to the data they require to perform analysis of the citations issued.

PROJECT SCHEDULE

Data Ticket is the City's current citation processing provider. As such, all software and services required, apart from the permits, are currently being provided. The implementation of the Permit Management Solution is dependent on how quickly the city would like to move forward with the Solution.

CITY STAFF RESPONSIBILITIES

Below, we have provided a **suggestion only** of how we believe the daily citation processing and collections responsibilities can continue to be shared to maximize the efficiency of the process. The check marked items indicate who will take the primary responsibility for the items below:

| Functionality | City Personnel Performs | Data Ticket Performs |
|---|-------------------------|----------------------|
| Data Entry of Manually Written Citations | | ✓ |
| Automated Electronic Transmission of Citations | ✓ | |
| Real-time automated registered owner retrieval | | ✓ |
| Maintain data tables within the Solution | | ✓ |
| Generation, printing and sending notices | | ✓ |
| View photos, videos, and voice recordings of citations in the format in which they are sent | ✓ | ✓ |
| Automated Bail Escalation | | ✓ |
| Automated management of the FTB and Delinquent Processes | | ✓ |
| Place citations on adjudication holds and scan all supporting documentation | | ✓ |
| Enter 1 st Level Dispositions | ✓ | |
| Send all Adjudication Letters | | ✓ |
| Schedule 2 nd Level Hearings | | ✓ |
| Enter notes to be viewed by the City and Data Ticket | ✓ | ✓ |
| Handle Customer Service, including IVR and live, bi-lingual customer service phone lines | | ✓ |

SECTION D: QUALIFICATIONS & EXPERIENCE OF DATA TICKET

Data Ticket is a California Corporation founded September 15, 1989. We are Women-Owned Business, and we are a California Certified Small Business. Data Ticket is located at 2603 Main Street, Suite 300 | Irvine, California | 92614.

Data Ticket's Officers are Marjorie Fleming, President, A. William Fleming, Secretary, Brook Westcott, Chief Operating Officer, and Heather Nowlan, Director of Client Services.

Data Ticket has provided the exact services required by the City of Costa Mesa for the past 32 years. Data Ticket has a vast amount of experience that relates directly to the City's Scope of Work. The items identified in the scope of work are all currently items performed for most of our California clients, including the City of Costa Mesa.

In the Forms Section of our RFP response, we have provided 5 references that vary in citation issuance volume but that provide a vast array of our experience. Should the city require additional references, we are happy to provide them.

The team Data Ticket has proposed to work closely with the City of Costa Mesa Personnel is well qualified in all areas of parking citation processing, permit management, integration and implementations and conversion. All told the team of individuals presented below have over 100 years of combined experience in handling the above-mentioned requirements of the city. But more importantly, our Team Members are consistently exposed to our over 450 clients, their business rules, their challenges, successes, and the ever-changing industry in which we operate. Below we have provided a table demonstrating the year of experience each of our Managers and Executive Team have in dealing with the exact scope of work defined by the city.

| Name | Department | Function | Years of Experience |
|--------------------|---------------------------|--|----------------------------|
| Brook Westcott | Chief Operating Officer | Contract management, IT oversight, accounting oversight, enhancement management, City Council attendance – Project Manager | 16 Years |
| Heather Nowlan | Client Services | Implementation management, training coordination, report generation | 11 Years |
| Serena Smith-Banas | Client Services | Client setup, maintenance, assistance | 4 Years |
| Tim Markel | Operations & Adjudication | Daily operational assistance, including citation adjustments, DMV access, real-time DMV lookups, etc. Daily adjudication assistance, Hearing Officer Scheduling and 1 st Level Administrative Review dispositions | 10 Years |
| Amber O'Hara | Data Entry | Daily data entry assistance | 3 Years |
| Mariane Hernandez | Accounting | Daily accounting / banking assistance | 12 Years |
| Wanda Stone | Programming | Daily assistance with the handheld solution chosen | 13 Years |
| Karla Fuentes | Customer Service | Daily customer service assistance | 10 Years |

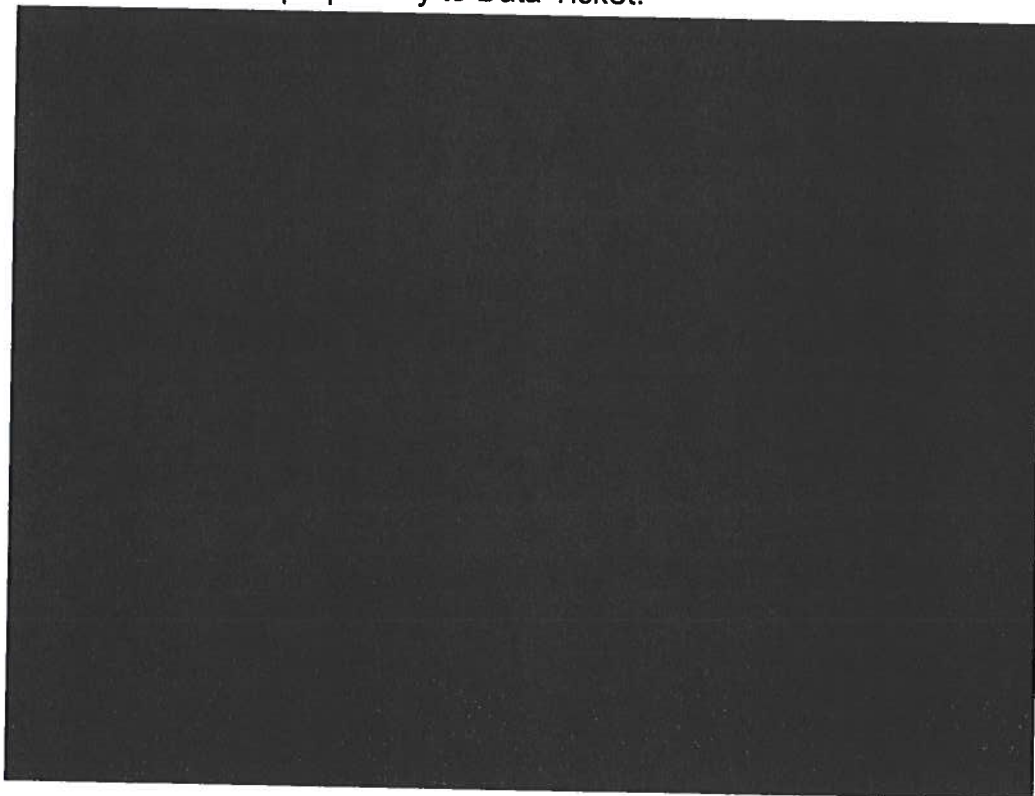
SECTION E: FINANCIAL CAPACITY

Data Ticket is privately owned and operated; we have no loans or debt. All our hardware and software are 100% owned, maintained, supported, and upgraded by the company. We outsource nothing.

Data Ticket is fiscally conservative and financially sound. There are no known financial issues that will prevent Data Ticket, Inc. from providing, implementing, and maintaining the proposed system for the term of the contract.

In summary, we are fiscally conservative and financially sound, consistently planning for the future and ensuring that our research and system upgrades keep us at the forefront of the industry and provide our clients with fully tested, stable, leading-edge technology and services.

Below we have provided the city with a copy of our last calendar year balance sheet. We respectfully request the city not include this information in any response to a PRA as it is considered confidential and proprietary to Data Ticket.



SECTION F: KEY PERSONNEL

Data Ticket understands that our service and technology offerings are only as good as our Staff. It is our goal with each client to ensure we have a partnership based on solid, effective communication. We will continue to provide City Personnel with a fully dedicated Project Manager to facilitate the implementation of our Solution and to manage all aspects of the project. In addition to a Project Manager, we will provide a supplemental Project

Manager. These two individuals will be available during normal business hours, Monday – Friday 7am – 5pm Pacific and City Management will have their cell numbers for after hour assistance. This is normal protocol for Data Ticket as we service clients on the east coast and in other states.

| Individual | Assignment of Tasks |
|--|---|
| Brook Westcott, Chief Operating Officer, Project Manager for the City of Costa Mesa | IT Oversight Enhancement Prioritization Accounting Oversight Attendance at City Council Meetings Monthly Performance Review Collection Rate Statistics / Financial Analysis Internal Oversight of Operational Processes |
| Heather Nowlan, Director Client Services & Supplemental Project Manager for the City of Costa Mesa | Client setup and maintenance Initial and on-going User Training Correspondence Review Attendance at City Council User and Administrator Setup Daily Questions |
| Wanda Stone, Mobile Support Manager for the City of Costa Mesa | Handheld Training Handheld Customization Handheld Assistance / Follow-up |

Brook Westcott, Chief Operating Officer, will be the individual responsible for working directly with the city and the other vendors on a day-to-day basis to ensure the implementation is smooth. Specifically, Brook will be responsible for managing the Integration Roadmap, working with the City to ensure requirements are identified and delivered upon, and working with each vendor to ensure integrations are executed seamlessly. Brook will attend all City meetings, both on-site and off-site.

Brook Westcott will also be responsible for ensuring the IT, Accounting, FTB, Noticing and DMV Functions work properly for the city. She will also be responsible for all financial analysis required by the City as well as contractual oversight

Heather Nowlan, Director of Client Services, will be responsible for working closely with the city to attend all meetings and assist in providing each of the City's Personnel with unique usernames and passwords that will provide access to the Citation Processing System at the appropriate, requested level. In addition, Heather will be responsible for providing all user training of the Citation Processing System Software. This training will be performed in person, via the Internet and over the phone. Finally, Heather will be responsible for reviewing all noticing and correspondence to be sent on behalf of the city.

Data Ticket, Inc.
2603 Main Street, Suite 200
Irvine, CA 92614

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Response to RFP No 22-06 for
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Both Brook and Heather stay active with their Parking Education by attending California Public Parking Association meetings and events as well as by attending the International Parking Institute's meetings and events. Brook and Heather recently completed the California Public Parking seminar for Parking Fundamentals for Frontline Staff.

Wanda Stone, Mobile Support Manager, will be responsible for providing training to all Police Department and Parking Control Officers at the City's preferred location(s). Wanda will also be responsible for providing regular enhancements to our Mobile Software and she will be responsible for working directly with City Personnel to ensure the handhelds are being utilized accurately to provide the most benefit to the Officers and to the city.

Data Ticket Staff Access

In addition to the individuals dedicated to the city on the prior pages, Data Ticket provides the highest level of services to each of our clients by providing access via phone, email and in person to all our Department Managers. We have adequately staffed each Department to accommodate every client's needs. We do not share resources across Department; rather we have hired and maintain each Department such that there is no need to share resources; however, personnel are cross trained to ensure our entire staff is well versed in the entire citation processing lifecycle.

City Personnel will have access to all Managers, as well as individuals within each Department. In addition, individual and group emails as well as direct phone lines will be provided to City Personnel to ensure Data Ticket is always accessible. Finally, cell numbers for specific individuals will be provided to City Personnel should the need for after-hours assistance ever be required.

Below, we have provided the city with a high-level organization chart for Data Ticket. All the individuals identified on the chart work in the Irvine, California office and each of the individuals identified in the organization chart provided below will be made available to City Personnel throughout the life of the contract.

SECTION H: DISCLOSURE

Data Ticket does not have any past or current business and/or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

Data Ticket, Inc.
2603 Main Street, Suite 200
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SECTION I: FORMS

On the following pages, please see the Forms identified as required by the City of Costa Mesa.



**VENDOR APPLICATION FORM
FOR
RFP NO. 22-06 PARKING CITATION COLLECTION SERVICES**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Data Ticket, Inc.

Contact Person for Agreement: Brook Westcott

Title: Chief Operating Officer E-Mail Address: ClientServices@dataticket.com

Business Telephone: 949-428-7240 Business Fax: 949-281-3195

Corporate Mailing Address: 2603 Main Street, Suite 300

City, State and Zip Code: Irvine, CA 92614

Contact Person for Proposals: Brook Westcott

Title: Chief Operating Officer E-Mail Address: BWestcott@DataTicket.com or ClientServices@dataticket.com

Business Telephone: 949-428-7240 Business Fax: 949-281-3195

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

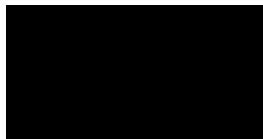
PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|------------------|-------------------------|--------------|
| Brook Westcott | Chief Operating Officer | 949-428-7240 |
| Marjorie Fleming | President | 949-752-6937 |
| | | |
| | | |
| | | |
| | | |
| | | |

Federal Tax Identification Number:



City of Costa Mesa Business License Number: Application submitted 10/27/21, Conf #011202

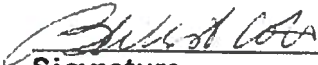
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: see above

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP NO. 22-06 PARKING CITATION COLLECTION SERVICES** at any time after **October 19, 2021**.



Signature

Date: 10/27/2021

Brook Westcott

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **October 19, 2021** with a City Councilmember concerning **RFP NO. 22-06 PARKING CITATION COLLECTION SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None.

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): S Corporation

Active licenses issued by the California State Contractor's License Board: n/a

Business Address: 2603 Main Street, Suite 300 Irvine, CA 92614

Website Address: www.DataTicket.com

Telephone Number: 949-752-6937

Facsimile Number: 949-281-3195

Email Address: ClientServices@dataticket.com

Length of time the firm has been in business: 32 Years

Length of time at current location: 4 Years

Is your firm a sole proprietorship doing business under a different name: ___ Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: 8 am- 5 pm, Monday-Friday

Regular holidays and hours when business is closed:

Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Da

Contact person in reference to this solicitation:

Telephone Number: 949-428-7240

Facsimile Number: 949-281-3195

Email Address: BWestcott@DataTicket.com or ClientServices@DaTaticket.com

Contact person for accounts payable:

Telephone Number: 949-752-6937

Facsimile Number: 949-281-3195

Email Address: MHernandez@DataTicket.com or Accounting@DataTicket.com

Name of Project Manager:

Telephone Number: 949-428-7244

Facsimile Number: 949-281-3195

Email Address: HNowlan@DataTicket.com or ClientServices@DataTicket.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Long Beach

Contact Name: John Gross- Finance Director

Contract Amount: \$335,000.00 (annual)

Email: John.Gross@LongBeach.gov

Address: 411 W. Ocean Blvd. Long Beach, CA 90802

Brief Contract Description: T2 & DPT Integration, Android Issuance Application, iNovah Cashiering Integration, NLETs RO Acquisition, Real Time CA DMV Access, Appeal Processing, Customer Service, Escrow Banking, Payment Processing, Noticing, Data Entry, Permit Processing, FTB Collections

Company Name: City of Beverly Hills

Telephone Number: 310-285-2692

Contact Name: Dave Tomlin, Sergeant

Contract Amount: \$1,369,214.00

Email: DTomlin@beverlyhills.org

Address: 464 N Rexford Dr, Beverly Hills, CA 90210

Brief Contract Description: Vigilant LPR Integration, Android Issuance Application, NLETs RO Acquisition, Real Time CA DMV Access, FTB Collections, Appeal Processing, Customer Service, Escrow Banking, Payment Processing, Noticing, Data Entry, Permit Processing (beginning in Dec. 2021)

Company Name: City of Seal Beach

Telephone Number: 562-799-4100

Contact Name: Mike Ezroj, Captain

Contract Amount: \$85,000.00 (annual)

Email: MEzroj@sealbeachca.gov

Address: 911 Seal Beach Blvd. Seal Beach, CA 90740

Brief Contract Description: Genetec LPR Integration, Android Issuance Application, NLETs RO Acquisition, Real Time CA DMV Access, FTB Collections, Appeal Processing, Customer Service, Escrow Banking, Payment Processing, Noticing, Data Entry, Permit Processing

Company Name: City of Hawthorne

Telephone Number: 310-349-2701

Contact Name: Madelene Francis, Traffic Specialist

Contract Amount: \$309,000.00 (annual)

Email: MFrancis@HawthorneCA.gov

Address: 12501 Hawthorne Blvd. Hawthorne, CA 90250

Brief Contract Description: Vigilant LPR Integration, Android Issuance Application, NLETs RO Acquisition, Real Time CA DMV Access, FTB Collections, Appeal Processing, Customer Service, Escrow Banking, Payment Processing, Noticing, Data Entry

Company Name: City of Pasadena

Telephone Number: 626-744-7463

Contact Name: Jon Hamblen, Parking Manager

Contract Amount: \$1,576,665.00

Email: JHamblen@cityofpasadena.net

Address: 100 N. Garfield Ave, N106, Pasadena, CA 91101

Brief Contract Description: Tyler Cashiering Integration (2022), Android Issuance Application, Vigilant LPR Integration NLETs RO Acquisition, Real Time CA DMV Access, Appeal Processing, Customer Service, Escrow Banking, Payment Processing, Noticing, Data Entry, Permit Processing, FTB Collections

EXHIBIT C
FEE SCHEDULE

Data Ticket, Inc.
 2603 Main Street, Suite 200
 Irvine, CA 92614

City of Costa Mesa
 Response to RFP No 22-06 for
 Parking Citation Collection Services

SECTION G: COST PROPOSAL

| Description of Cost | Cost |
|---|---|
| Flat rate per notice of parking violation issued and electronically transferred | \$0.40 |
| Flat rate per notice of parking violation issued and manually processed | \$0.42 |
| Fee for out-of-state processing / collections | 23% |
| Administration of adjudication process: | |
| Place hold & scan all received documentation | \$1.00 |
| Generate and send each adjudication letter | \$0.75 |
| Scan and upload additional supporting documentation | \$0.50 |
| Courtesy Notice | \$0.75 |
| Miscellaneous Letters / Correspondence | \$0.90 |
| Payment Plan Admin Fee | \$15.00 |
| Joint Bank Account Fee for Banking Services | \$100.00 per month |
| Delinquent Collections | 23% |
| FTB SSN Request / FTB Collections | \$1.50 / 15% of Collections |
| AB503 Payment Plans | \$5.00 if DTI reviews / approves \$2.00 if city reviews / approves |
| Handheld Units: | |
| Cost to purchase handheld ticket writer / printer | \$1,200.00/Unit |
| Annual Software License | \$150.00/Unit |
| Monthly maintenance / repair / replacement with \$0.00 deductible | \$20.00/Unit |
| Optional Hearing Officer Services | \$85.00/hour |

All costs related to sending correspondence / letters is inclusive of the cost of first-class mail. In the event the USPS increases the current rate of first-class postage, the cost of these items will increase by the amount increased.

An administrative fee will be charged to a customer paying via credit / debit card that is equal to \$3.50. This fee will not be charged to the city.

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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