



CITY COUNCIL STAFF REPORT

DATE: December 4, 2013 CONSENT CALENDAR

SUBJECT: AWARD A FIVE-YEAR AGREEMENT FOR PARKING CITATION
MANAGEMENT SERVICES AND PARKING CITATION EQUIPMENT

FROM: David H. Ready, City Manager

BY: Finance Department

SUMMARY

The City Council will consider awarding a five-year agreement along with two 2-year options with Data Ticket, Inc. for parking citation management services and parking citation equipment.

RECOMMENDATION:

1. Approve an Agreement with Data Ticket, Inc. for parking citation management services and parking citation equipment, for an estimated cost of \$13,160 per year, inclusive of base costs, required equipment and software, staffing, and variable expenses, (not including postage reimbursement) for five years, and 2 two-year options to extend the agreement.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Since November 1997 the City's parking citation management services have been performed by Duncan Solutions (originally called Enforcement Technology, Inc.). Over time the technology for processing parking citations has improved, and it is prudent to evaluate our current methodologies and contract with a vendor who utilizes the latest technologies for processing citations in an efficient manner. For Palm Springs, the issuance and processing of parking citations has become an important tool in the administration of City ordinances regarding parking and traffic safety.

The current vendor's twenty-year-old handheld devices for issuing citations, and the computer system used to input and manage parking citations, have exceeded their useful lives. Technology has progressed significantly over the last decade, so this is an opportunity for the City to provide an improved and more efficient parking citation management tool.

The Procurement Division and Finance Department staff worked closely together to develop the formal Request for Proposals (RFP) 05-14 to solicit proposals from qualified

firms for parking citation management services. Seven prospective firms registered for the RFP, and five firms submitted proposals by the deadline: CiteZone, Phoenix Information Systems, T2 Systems, Turbo Data Systems, and Data Ticket. The incumbent, Duncan Solutions, did not submit a proposal.

An Evaluation Committee consisting of City Staff carefully evaluated the proposals. After taking into consideration the qualifications, experience, project schedule, quality of proposed new equipment and software system offered, and their base cost proposal of \$8,347.50 (the second lowest of the five submitted), the Evaluation Committee unanimously selected Data Ticket, Inc. as the highest ranked company.

Data Ticket has 24 years of experience in the area of parking citation management services and referenced clients include the cities of Corona, Rancho Mirage, La Quinta, Costa Mesa, and the County of Riverside. In addition, Revenue Experts, a branch of Data Ticket, has been the City's contracted Administrative Citation Processing vendor for several years and has performed exceptionally well and they are familiar with the City, and our regulatory procedures.

The base cost proposed by Data Ticket is comparable to what the City is paying its current vendor Duncan Solutions.

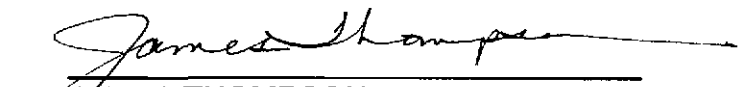
In addition to the proposed parking citation management services contract, the City has issued an additional RFP, and is currently reviewing proposals for parking enforcement services.

FISCAL IMPACT:

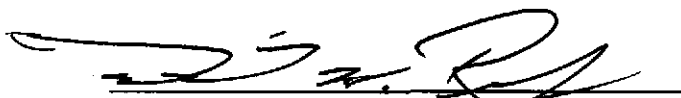
Sufficient funds are budgeted for the parking citation management services contract in the General Fund, Finance Department, Account No. 001-1300-43200, for the \$13,160 estimated annual cost of the parking citation management services agreement.



GEOFFREY S. KIEHL
Director of Finance/City Treasurer



JAMES THOMPSON
Chief of Staff/City Clerk



DAVID H. READY, City Manager

Attachment:
Contract Services Agreement

**CONTRACT SERVICES AGREEMENT
PARKING CITATION MANAGEMENT SERVICES**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into, and effective on _____, 2013, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and DATA TICKET, INC., ("Contractor"). City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

- A. City has determined that there is a need for Parking Citation Management Services ("Project").
- B. Contractor has submitted to City a proposal to provide Parking Citation Management Services to City for the Project under the terms of this Agreement.
- C. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.
- D. City desires to retain Contractor to provide such Contract services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor agrees to perform the Contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contract services and that Contractor is experienced in performing the Work and Services contemplated and, in light of such status and experience, Contractor covenants that it shall follow the highest Contract standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest Contract standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced Contracts performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Contractor's signed, original proposal submitted to the City ("Contractor's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Contractor's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Contractor's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Contractor's Proposal (Exhibit "C").

1.3 Compliance with Law. Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

1.4 Licenses, Permits, Fees, and Assessments. Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to

City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement. Contractor shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Contractor shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Contractor. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Contractor that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered under this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation is based on the Unit Prices provided and is estimated to be Thirteen Thousand One Hundred and Sixty (\$13,160) per year for the initial 5 years with 2 two-year options to extend, except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Contractor accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's

maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, Contractor shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

2.2. **Method of Payment.** Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Contractor wishes to receive payment, Contractor shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 **Changes in Scope.** In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

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

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

3. **SCHEDULE OF PERFORMANCE**

3.1 **Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

3.2 **Schedule of Performance.** Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 **Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted) if Contractor, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement under this section.

3.4 **Term.** Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. However, the

term shall not exceed five (5) years, from the commencement date, with two (2) two (2) year optional renewals except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

3.5 Termination Prior to Expiration of Term. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Contractor thirty (30) days written notice. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. Contractor may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Marjorie A. Fleming, President. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability under this Agreement without the express written consent of City.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Contractor a City employee.

A. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under

Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for Contract fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including Contractor's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for Contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. Errors and Omissions Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form Contract liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Contractor shall either: (a) certify in writing to the City that Contractor is unaware of any Contract liability claims made against Contractor and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification under (a), Contractor shall procure from the Contract liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be

subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Contractor under this Agreement:

5.3.1 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.3 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

- 5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.
- 5.3.11 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 **Sufficiency of Insurers.** Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 **Verification of Coverage.** Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

6.2 Design Contract Services Indemnification and Reimbursement. If the Agreement is determined to be a "design Contract services agreement" and Contractor is a "design Contract" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Contractor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Contractor, its agents, employees, or subcontractors, or arise from Contractor's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Contractor's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Contractor shall require all non-design-Contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In addition, Contractor shall require all non-design-Contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Contractor acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Contractor agrees that Contractor shall promptly notify the Contract Officer

the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Contractor is providing design services, Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all resulting damages. Contractor may retain copies of such documents for their own use. Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Contractor fails to secure such assignment, Contractor shall indemnify City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Contractor. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by

rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided in this Agreement.

8.4 **Waiver.** 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. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

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

8.6 **Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 **Attorney Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert Contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 **Conflict of Interest.** No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 **Covenant Against Discrimination.** In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 **Patent and Copyright Infringement.** To the fullest extent permissible under law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Contractor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. Contractor shall not be obligated to indemnify City under any settlement that is made without Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 **Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant

messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm Springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Contractor: Data Ticket, Inc.
Attention: Marjorie Fleming, President
4600 Campus Drive, Suite 200
Newport Beach, CA 92660
Telephone: 949-752-6937
Facsimile: 949-752-6972

10.3 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.
"CITY"
City of Palm Springs

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

APPROVED BY CITY COUNCIL:

Date: _____ Agreement No. _____

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONTRACTOR NAME:

Check one Individual Partnership Corporation

Address

By _____
Signature (Notarized)

By _____
Signature (Notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

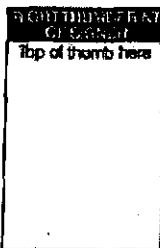
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"

SCOPE OF SERVICES

The scope of work consists of, but is not limited to, the parking citation processing and management services that support the City's downtown and uptown on-street parking and parking lot program, as more fully described below. It is important to note that *the services do NOT include Parking Enforcement Services, as the City shall contract separately for those services.*

Please note that sub-contracting is NOT permitted under this contract.

The contract is an initial five (5) year term, with the option for the City to renew for up to two (2) additional terms of two (2) years each. Any renewal is at the sole discretion of the City Manager or his designee.

Manual Citation Data Entry:

- Data entry within 48 hours
- Edit capability to correct dates, violations codes and fine amounts
- Contractor to notify city regarding citations unable to be entered for any reason
- File and store citations in easily retrievable format
- File and store hard copy citations for minimum of two (2) years and then destroy

Electronic Citation Importation:

- Data transfer electronic files within 48 hours
- File and store electronic citation in easily retrievable format
- File and store electronic copies for minimum of two (2) years and then destroy

DMV Interface for Registered Owner (R/O) Information and Holds:

- Contractor must have ability to retrieve registered owner (R/O) data from the California DMV
- Contractor is expected to have internet access to DMV
- Review DMV "No Hit" list to insure license plate and state information was entered correctly
- Confirm vehicle make and registered owner information
- Contractor will maintain communications with out-of-state DMVs
- Contractor is required to process DMV holds & releases within 48 hours
- Must have ability to store previous information from previous R/Os

Registered Owner Correspondence:

- Contractor is required to mail reminder notices for all citations to registered owners within seven days of receipt of the information from the DMV
- Contractor is required to mail notices to lessees and renters of cited vehicles when provided with proof of written lease or rental agreements

Payment Processing:

- Sort and batch all incoming mail by postmark date for payment posting. Make daily bank deposits into a city assigned bank account
- Enter and process payments within 48 hours including opening all mail received, verifying payment amounts, updating computer system and making bank deposits
- Provide reporting for all bank deposits upon request
- File and store deposit information for a minimum of two (2) years
- Contractor is required to send a notice to the R/O when a partial payment is received, when a check is returned for insufficient funds or on an unpaid citation when a change of R/O has occurred.

Data Management, Reporting and Statistical Capabilities:

- Contractor to maintain provisions for proven database management software and servers.
- All database information is to be maintained with strict confidentiality and contractor is to provide description of securities at time of submittal.
- Contractor must be able to provide all statistical reports including, but not limited to, R/O contact information, citation number, and delinquent status for at least five (5) years for all open citations.
- Contractor shall be capable at a minimum, of producing reports relating to: open citations, bank deposits, scofflaws and citation dispositions. Contractor must be capable of delivering these reports to the designated city personnel on an agreed upon schedule.
- The data system must be able to store, sort and or process the following items: citation number, data and time of issuance, badge number/name of the issuing officer, a comment field of up to 50 characters, vehicle license plate number,, vehicle identification number, state code, registration expiration date, vehicle make, vehicle color, violation codes, location of violation, citation penalty and delinquent amounts, delinquent date, received payment/post-mark dates, notification dates, DMV hold and release dates, date of entry into system, disposition codes and R/O information.
- Contractor will process all requests for dismissal of citations for non-displayed placards as well as all non-placard related handicap violations through the normal contest process.

Transition Plan:

- Contractor will be required to import current citation data (from third party) into their citation management system. Contractor will ensure completion and accuracy prior to go live date.
- Contractor will train city staff for access and inquire capabilities to citation database, to be conducted at city facilities.
- Contractor is required to facilitate installation of software and remote access to database by working in conjunction with city IT staff.

- Contractor is to obtain approval from the city of standard forms prior to use including notices of delinquent violation.
- Contractor will confirm all types of customer correspondence including but not limited to examples of letters to be sent to customer and methods of communication to designated city personnel.

Support Services:

- Provide on-going support to the city to access and interface with the citation database.
- Contractor shall provide a user's manual which includes step-by-step instructions for accessing computer database information and a list and description of any and all codes used in screens accessed by the issuing agency.
- Provide technical support and troubleshooting assistance for any and all hardware and software supplied by the contractor. Technical support and assistance must be available between the hours of 8:00AM to 5:00PM, Monday Thru Thursday, except city recognized holidays.
- Contractor will attend city meetings when requested at contractor expense (at minimum via phone conference). This included but not limited to, transportation, lodging, meals and staff time.
- At the direction of the City the contractor shall prepare a report at the end of each fiscal year, per California Vehicle Code Section 40200.3(b), setting forth the number of cases processed and all financial and /or citation payments received and distributed, along with any other information that may be required by the issuing agency or the Controller. This report is a public record and shall be delivered to each issuing agency at the end of each fiscal year.
- No portion of the contract shall be permitted to be subcontracted to another private or public agency without express written approval from the City.
- The contractor shall comply with all requirements of the State of California Vehicle Code (CVC) in regard to processing records sent by the City.

Database Back-Up and Off-Site Security:

- Contractor will ensure all systems are backed up daily to ensure safety of the data in the event of a power outage or natural disaster.
- Contractor shall transfer and store off-site all backups of data for disaster recovery.

General Software Standards:

The proposed software must comply with the following general minimum standards below.

- 100% compatible with Windows XP/Windows 7 operating system.
- Software native to the PC environment.
- Software currently supported with no plans for phase out.
- Software is easy to use and has a Graphical User Interface (GUI).
- Adequate security features that include the ability to set access controls at multiple levels.

- Custom report capabilities where applicable
- Documentation with on-line help, as well as user manuals.
- Customer support, with toll free support line and available e-mail and remote diagnostics during normal business hours (PT).
- Multiple user access to applications.

Installation and Training:

A proposed timeline, testing and implementation schedule must be provided with your proposal.

The selected contractor shall provide complete installation of the software, ensure proper system performance and complete acceptance testing. Training is required to cover all aspects of the operation, including supervisor functions, including, but not limited to, the following:

- Turnkey installation with all software operational at time of completion.
- Training for end users including admin and system administrators.
- Scheduled testing on all aspects of interfacing including interfacing from contractor endpoint.
- Staff sessions to be conducted on-site at the City.
- Web-X trainings as needed

Administrative Reviews & Hearings Services:

- The City Administrative Review and Administrative Hearing Services will not be bid or outsourced. The City conducts Administrative Reviews & Hearings Services internally.

EXHIBIT "B"

CITY'S REQUEST FOR PROPOSALS

CITY OF PALM SPRINGS, CA
REQUEST FOR PROPOSALS (RFP) #05-14
PARKING CITATION MANAGEMENT SERVICES

Requests for Proposals (RFP #05-14), for parking citation management services for the City of Palm Springs, CA, (hereinafter the "RFP") will be received at the Office of Procurement & Contracting, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. LOCAL TIME, THURSDAY, SEPTEMBER 5, 2013**. It is the responsibility of the respondent to see that any proposal sent through the mail, or by any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Procurement Office will be the governing time for acceptability of proposals. Telegraphic, telephonic, faxed or emailed proposals will not be accepted. Late proposals will be returned unopened. Failure to register as a Proposer to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We strongly advise that interested firms officially register per the instructions.

1. PURPOSE AND SCHEDULE: The City of Palm Springs is requesting proposals from qualified firms to provide the City with parking citation processing and management services in support of the city's parking enforcement program in the City's downtown and uptown districts, as more fully set forth in the Scope of Services contained herein.

SCHEDULE:

Notice requesting Proposals posted and issued August 1, 2013
Deadline for receipt of Questions Thursday, August 22, 2013, 12:00 P.M.
Deadline for receipt of Proposals Thursday, September 5, 2013, 3:00 P.M.
Short List / Interviews/, **if desired by City* to be determined
Contract awarded by City Council to be determined
NOTE: There will NOT be a pre-proposal conference for this procurement. *Dates above are subject to change.

"KEY" TO RFP ATTACHMENTS:

- ATTACHMENT "A"- Signature Authorization Form, including Addenda acknowledgment. ***Must be completed and included with Technical Proposal envelope.**
- ATTACHMENT "B" – Non Collusion Affidavit Form. ***Must be completed and included with Technical Proposal envelope.**
- ATTACHMENT "C" – Cost Proposal Form. ***Must be completed and included in a separately sealed envelope – do NOT include this with your Technical Proposal.**
- ATTACHMENT "D" – Sample boilerplate Contract Services Agreement (for reference only)

2. BACKGROUND: The City of Palm Springs, CA is located in the Coachella Valley in the Southern California desert approximately 120 miles east of Los Angeles. With a year round population of approximately 45,000 residents, the City is a popular resort destination during the winter and spring months, filling our local hotels and businesses with visitors from all over the

world. The City has a core downtown and uptown shopping and entertainment district which requires the enforcement of the on-street and parking lot parking program by a qualified parking enforcement company, which is contracted for separately. The City does not utilize City Police Patrol officers to enforce the parking program.

The firm awarded the contract for parking citation processing and management services in support of the city's parking program will have demonstrated expertise with parking citation, DMV requirements and policies, citation data processing and current software technologies (including back up and strong data security), successful experience with transition planning, strong support services, and excellent installation/training and start-up services.

3. SCOPE OF SERVICES:

Generally, the scope of work consists of, but is not limited to, the parking citation processing and management services that support the City's downtown and uptown on-street parking and parking lot program, as more fully described below. It is important to note that *the services do NOT include Parking Enforcement Services, as the City shall contract separately for those services.*

Please note that sub-contracting is NOT permitted under this contract.

The City is contemplating a contract with an initial five (5) year term, with the option for the City to renew for up to two (2) additional terms of two (2) years each. Any renewal is at the sole discretion of the City Manager or his designee.

Manual Citation Data Entry:

- Data entry within 48 hours
- Edit capability to correct dates, violations codes and fine amounts
- Contractor to notify city regarding citations unable to be entered for any reason
- File and store citations in easily retrievable format
- File and store hard copy citations for minimum of two (2) years and then destroy

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- Data transfer electronic files within 48 hours
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- File and store electronic copies for minimum of two (2) years and then destroy

DMV Interface for Registered Owner (R/O) Information and Holds:

- Contractor must have ability to retrieve registered owner (R/O) data from the California DMV
- Contractor is expected to have internet access to DMV
- Review DMV "No Hit" list to insure license plate and state information was entered correctly
- Confirm vehicle make and registered owner information
- Contractor will maintain communications with out-of-state DMVs
- Contractor is required to process DMV holds & releases within 48 hours
- Must have ability to store previous information from previous R/Os

Registered Owner Correspondence:

- Contractor is required to mail reminder notices for all citations to registered owners within seven days of receipt of the information from the DMV
- Contractor is required to mail notices to lessees and renters of cited vehicles when provided with proof of written lease or rental agreements

Payment Processing:

- Sort and batch all incoming mail by postmark date for payment posting. Make daily bank deposits into a city assigned bank account
- Enter and process payments within 48 hours including opening all mail received, verifying payment amounts, updating computer system and making bank deposits
- Provide reporting for all bank deposits upon request
- File and store deposit information for a minimum of two (2) years
- Contractor is required to send a notice to the R/O when a partial payment is received, when a check is returned for insufficient funds or on an unpaid citation when a change of R/O has occurred.

Data Management, Reporting and Statistical Capabilities:

- Contractor to maintain provisions for proven database management software and servers.
- All database information is to be maintained with strict confidentiality and contractor is to provide description of securities at time of submittal.
- Contractor must be able to provide all statistical reports including, but not limited to, R/O contact information, citation number, and delinquent status for at least five (5) years for all open citations.
- Contractor shall be capable at a minimum, of producing reports relating to: open citations, bank deposits, scofflaws and citation dispositions. Contractor must be capable of delivering these reports to the designated city personnel on an agreed upon schedule.
- The data system must be able to store, sort and or process the following items: citation number, data and time of issuance, badge number/name of the issuing officer, a comment field of up to 50 characters, vehicle license plate number,, vehicle identification number, state code, registration expiration date, vehicle make, vehicle color, violation codes, location of violation, citation penalty and delinquent amounts, delinquent date, received payment/post-mark dates, notification dates, DMV hold and release dates, date of entry into system, disposition codes and R/O information.
- Contractor will process all requests for dismissal of citations for non-displayed placards as well as all non-placard related handicap violations through the normal contest process.

Transition Plan:

- Contractor will be required to import current citation data (from third party) into their citation management system. Contractor will ensure completion and accuracy prior to go live date.
- Contractor will train city staff for access and inquire capabilities to citation database, to be conducted at city facilities.
- Contractor is required to facilitate installation of software and remote access to database by working in conjunction with city IT staff.
- Contractor is to obtain approval from the city of standard forms prior to use including notices of delinquent violation.
- Contractor will confirm all types of customer correspondence including but not limited to examples of letters to be sent to customer and methods of communication to designated city personnel.

Support Services:

- Provide on-going support to the city to access and interface with the citation database.
- Contractor shall provide a user's manual which includes step-by-step instructions for accessing computer database information and a list and description of any and all codes used in screens accessed by the issuing agency.
- Provide technical support and troubleshooting assistance for any and all hardware and software supplied by the contractor. Technical support and assistance must be available between the hours of 8:00AM to 5:00PM, Monday Thru Thursday, except city recognized holidays.
- Contractor will attend city meetings when requested at contractor expense (at minimum via phone conference). This included but not limited to, transportation, lodging, meals and staff time.
- At the direction of the City the contractor shall prepare a report at the end of each fiscal year, per California Vehicle Code Section 40200.3(b), setting forth the number of cases processed and all financial and /or citation payments received and distributed, along with any other information that may be required by the issuing agency or the Controller. This report is a public record and shall be delivered to each issuing agency at the end of each fiscal year.
- No portion of the contract shall be permitted to be subcontracted to another private or public agency without express written approval from the City.
- The contractor shall comply with all requirements of the State of California Vehicle Code (CVC) in regard to processing records sent by the City.

Database Back-Up and Off-Site Security:

- Contractor will ensure all systems are backed up daily to ensure safety of the data in the event of a power outage or natural disaster.
- Contractor shall transfer and store off-site all backups of data for disaster recovery.

General Software Standards:

The proposed software must comply with the following general minimum standards below.

- 100% compatible with Windows XP/Windows 7 operating system.
- Software native to the PC environment.
- Software currently supported with no plans for phase out.
- Software is easy to use and has a Graphical User Interface (GUI).
- Adequate security features that include the ability to set access controls at multiple levels.
- Custom report capabilities where applicable
- Documentation with on-line help, as well as user manuals.
- Customer support, with toll free support line and available e-mail and remote diagnostics during normal business hours (PT).
- Multiple user access to applications.

Installation and Training:

A proposed timeline, testing and implementation schedule must be provided with your proposal.

The selected contractor shall provide complete installation of the software, ensure proper system performance and complete acceptance testing. Training is required to cover all aspects of the operation, including supervisor functions, including, but not limited to, the following:

- Turnkey installation with all software operational at time of completion.
- Training for end users including admin and system administrators.
- Scheduled testing on all aspects of interfacing including interfacing from contractor endpoint.
- Staff sessions to be conducted on-site at the City.
- Web-X trainings as needed

Administrative Reviews & Hearings Services:

- The City Administrative Review and Administrative Hearing Services will not be bid or outsourced. The City conducts Administrative Reviews & Hearings Services internally.

4. PROPOSAL REQUIREMENTS:

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Palm Springs relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Palm Springs will not

approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

5. SELECTION PROCESS: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, proposers should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA.** The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date if desired by the City. The format, selection criteria and date of the presentation will be established at the time of short listing, if conducted.

6. PROPOSAL EVALUATION CRITERIA: An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria **(100 total points possible)**:

- A. Firm/Company Qualifications and experience in providing similar services as defined in the RFP, including References from other cities. **(20 POINTS)**
- B. Proposal Organization, conformance with the RFP instructions, and demonstrated Understanding of the overall project and requested Scope of Work. **(15 POINTS)**
- C. Data Processing/Management capabilities, Proposed Software, Transition Plan, and Support and Installation/Training Programs **(30 POINTS)**
- D. Local Preference: Firms that qualify as a Local Business, or employ local sub-consultants, and submit a valid business license as more fully set forth in Section F.1 below, pursuant to the City of Palm Springs Local Preference Ordinance 1756). The full local preference, five (5) points, may be awarded to those that qualify as a Local Business. Two (2) points may be awarded to a non-local business that employs or retains local residents and/or firms for this project. Non-local firms that do not employ or retain any local residents and/or firms for this project shall earn zero (0) points for this criteria. **(5 POINTS)**
- E. Cost Proposal **(30 POINTS)**

PRIOR CITY WORK If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

7. PROPOSAL CONTENTS: Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of twenty (20) sheets of paper (double sided is OK),** including a cover letter. **NOTE:** Dividers, Attachments included in this RFP that are to be submitted with the proposal, Addenda acknowledgments and the separately sealed Cost Proposal do **NOT** count toward the page limit. Interested firms shall **submit SIX (6) copies (one marked "Original" plus five (5) copies)** of its proposal by the deadline.

All proposals shall be sealed within one package and be clearly marked, "RFP #05-14, REQUESTS FOR PROPOSALS FOR PARKING CITATION MANAGEMENT SERVICES". Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Technical/Work Proposal. Proposals not meeting the above criteria may be found to be non-responsive.

EACH PROPOSAL PACKAGE MUST INCLUDE TWO (2) SEPARATELY SEALED ENVELOPES:

Envelope #1, clearly marked "Technical/Work Proposal", shall include the following items:

- Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- If applicable, your specific request for Local Preference (see Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley.
- Completed, and notarized, Affidavit of Non-Collusion (see Attachment B)

In addition to the items above, at a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

TECHNICAL/WORK PROPOSAL: The Technical/Work Proposal (Envelope #1) shall be clearly marked and shall include the Sections A, B, C, and D below:

SECTION A:

FIRM/COMPANY QUALIFICATIONS AND EXPERIENCE (including any subcontractors) AND REFERENCES FROM OTHER CITIES.

A.1 Follow the instructions and properly complete and execute both **Attachment "A"** and **Attachment "B"** that are provided in the RFP and include them here in your proposal. If applicable, your specific request for Local Preference (reference Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley is to also be included here.

A.2 Describe the firm's number of years of experience, background and qualifications in providing parking citation processing and management services as defined in the RFP.

A.3 Include a minimum of three (3) references of recent customers (cities) for who your firm has provided similar parking citation processing and management services as contemplated herein. You must include the name of a contact person, their title, and a current phone number, fax number, email address and business address along with a brief description of the scope of work and cost for each referenced city.

SECTION B:

PROPOSAL ORGANIZATION, CONFORMANCE WITH RFP INSTRUCTIONS, AND DEMONSTRATED UNDERSTANDING OF THE OVERALL PROJECT AND REQUESTED SCOPE OF WORK

B.1 Carefully review and verify that your proposal is well organized and follows ALL OF THE INSTRUCTIONS on proper organization, format, order, and conformance with all requirements, including any and all required signatures, attachments, acknowledgements, or other documents that are required to be submitted. Failure to follow the instructions may result in your proposal being non-responsive and rejected from consideration.

B.2 Without reciting the information regarding the services verbatim as contained in this RFP, convey your overall understanding of the parking citation processing and management services and the City's performance expectations, and how your firm will communicate, interact with, and take direction from the City's assigned Contract Administrator.

B.3 Identify any "key" or "critical" issues that you believe may be encountered based on the firm's prior experiences; and provide steps to be taken to ensure the issues identified do not affect the successful performance of the services.

SECTION C:

DATA PROCESSING / MANAGEMENT CAPABILITIES, PROPOSED SOFTWARE, TRANSITION PLAN, SUPPORT AND INSTALLATION/TRAINING PROGRAMS FOR PARKING CITATION PROCESSING AND MANAGEMENT SERVICES

C.1 Describe how your firm's Data Processing and Management capabilities will successfully fulfill the requirements of the scope of services as described herein. This discussion should include information on Data Entry, Citation Importation, DMV Interface, Owner Correspondence, Payment Processing, and Reporting and Statistical capabilities.

C.2 Describe your proposed Software and how it meets the general minimum requirements as set forth in the RFP. This discussion should also include information on database back-up, recovery, and off-site security.

C.3 Describe your firm's experience with successful transition plans with other cities and provide an overview of how you would implement a transition plan here in Palm Springs if your firm were to be awarded this contract.

C.4 Describe your firm's Support Services and how they meet the requirements as set forth by the City in the RFP as well as your Installation and Training program. A proposed timeline, testing and implementation schedule must be provided with your proposal.

SECTION D:

LOCAL PREFERENCE

D.1 Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including consultant services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The consultant will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and subconsultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A)** and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley. A non-local business that requests the preference based on employing local residents must provide proof of full-time primary residency from a jurisdiction in the Coachella Valley with the proposal. The City reserves the right to determine eligibility.

D.2 List all team members with local expertise. Clearly define their role in the overall project.

COST PROPOSAL: The Cost Proposal (Envelope #2) shall be clearly marked in a **separately sealed envelope** and shall include Section E below:

SECTION E:

COST PROPOSAL (*see instructions in Section 6 above and Attachment "C")

E.1 The cost proposal (in a separate sealed envelope) shall be a **Unit Cost Basis** as defined in Attachment "C". **PROPOSERS MUST USE THE COST PROPOSAL FORM, ATTACHMENT "C", PROVIDED BY THE CITY IN THE RFP DOCUMENTS.** Failure to use the Cost Proposal form Attachment "C" provided by the City **WILL** be cause for rejection of a proposal. **Do NOT include Attachment "A" or Attachment "B" in the Cost Proposal, Envelope #2.** Attachments "A" and "B" are to be included in Envelope #1, "Technical/Work Proposal".

8. GENERAL AND SPECIAL CONDITIONS:

DEADLINE FOR SUBMISSION OF PROPOSALS: Proposals will be received in the City of Palm Springs, Office of Procurement and Contracting until **3:00 P.M., LOCAL TIME, THURSDAY, SEPTEMBER 5, 2013.** Proof of receipt before the deadline is a City of Palm Springs, Office of Procurement and Contracting time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

**City of Palm Springs
Procurement and Contracting Department
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: Craig Gladders, C.P.M., Procurement & Contracting Manager**

QUESTIONS: Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below WILL be cause for rejection of a proposal.**

Any questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed ONLY to:**

Craig Gladders, C.P.M.
Procurement & Contracting Manager
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
via FAX (760) 323-8238
or via EMAIL: Craig.Gladders@palmspringsca.gov

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 12:00 P.M., NOON Local Time, Thursday, August 22, 2013.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

FORM OF AGREEMENT: The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Contract Services Agreement (see Attachment "D"). Please note that the Exhibits are intentionally not complete in the attached sample standard document. These exhibits will be negotiated with the selected firm, and will appear in the final Contract Services Agreement executed between the parties.

The term of the agreement that is awarded as a result of this RFP shall be in effect for five (5) years, with the option for two (2) additional two (2) year renewals at the discretion of the City Manager and pursuant to the terms and conditions of the agreement, including the provisions for early termination.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, or negotiations are not successful, or the agreement is terminated, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

AWARD OF CONTRACT: It is the City's intent to award a contract to the firm that can provide all of the scope of work, equipment and services identified in the RFP document. However, the City reserves the right to award a contract, or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

RIGHT TO ACCEPT OR REJECT PROPOSALS: The City of Palm Springs reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

INSURANCE: Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these

provisions. It is recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

RESPONSIBILITY OF PROPOSER: All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

PUBLIC RECORD: All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after award of contract to a specific firm, if any, by the City Council.

COST RELATED TO PROPOSAL PREPARATION: The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, or any other aspects of the entire RFP process.

BUSINESS LICENSE: The selected firm will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

INVESTIGATIONS: The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

NONCOLLUSION: The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal. Proposer must execute an Affidavit of Non-Collusion provided as **Attachment "B"** in the RFP and include it with their proposal.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

SIGNED PROPOSAL AND EXCEPTIONS: Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

***SECOND REVISED* (as per Addenda #2)**
ATTACHMENT "C"

***THIS FORM MUST BE COMPLETED AND SUBMITTED IN A SEPERATELY SEALED ENVELOPE#2 "Cost Proposal", NOT with Envelope #1, Technical/Work Proposal*)**

REQUEST FOR PROPOSAL (RFP #05-14)
PARKING CITATION MANAGEMENT SERVICES

COST PROPOSAL

Responding to Request for Proposal No. 05-14 for Parking Citation Management Services, I/WE will accept as full payment the following specified itemized Unit Costs based on actual services provided for providing all labor, supervision, services, materials, equipment, software, technology systems/equipment, supplies, training, and any other miscellaneous items required to perform the FULL SERVICE Parking Citation Management Services. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver the Parking Citation Management Services as defined in the Scope of Work herein. Note that the Annual Units are ESTIMATES only and subject to change.

Invoices shall be submitted to the City on a Monthly Basis for actual services rendered, not in advance or anticipation of services "to be rendered", and are payable by the City within 30 days.

Unit Costs below are Per Citation ISSUED (if applicable*). If a Unit Cost or "fee" is Not Applicable, indicate "N/A"; if a Unit Cost or "fee" is "No Charge", indicate "N/C" in the space provided.

SERVICE DESCRIPTION:	UNIT COST	(x) Annual Units or \$	(=) Estimated* Annual Total Cost
Manually <u>Issued</u> Parking Citations	\$	600	\$
Electronically <u>Issued</u> Parking Citations	\$	2900	\$
<u>All</u> Notices & Letters (<i>not including postage</i> *)	\$	1600	\$
Administrative Review Responses	\$	170	\$
Hand Processing	\$	320	\$
NSF Checking Processing (<i>charged to citizen</i> *)	\$	n/a	\$ n/a
Credit Card Convenience Fee (<i>charged to citizen</i> *)	\$	n/a	\$ n/a
Out-of-State Collections Processing (<i>this % is for citations PAID, not "issued".</i>)	%	\$10,000	\$
Monthly Rental or Lease Fee for ALL Citation Technology Equipment & Software (<i>including any Internet Access charges, maintenance, license, subscription or any other fees</i>)	\$	12 months	\$

SERVICE DESCRIPTION:	UNIT COST	(x) Annual Units	(=) Estimated* Annual Total Cost
<i>Any Additional Fees or Costs not defined above please describe and enter in the lines provided below:</i>			
	\$		\$
	\$		\$
	\$		\$
(Estimated*) Grand Total Annual Cost:			\$

Postage for Correspondence: As we are unable to predict the actual cost of postage or amount of correspondence, if your firm intends to charge the City for actual Postage expenses please provide if your firm passes the cost onto the City as the actual cost incurred, or if your firm applies a mark-up% to the actual cost incurred before invoicing the City: *(the City reserves the right to audit contractor's Postage invoices upon request)*

Actual Cost Incurred (no mark-up): _____
(or)
Actual Cost Incurred + mark-up: _____%

Cost Proposal Submitted by:

Company/Firm

Name of Authorized Representative

Title

Signature

EXHIBIT "C"

CONTRACTOR'S PROPOSAL

***A pdf copy of the Proposal submitted by Data Ticket, Inc. is hereby enclosed*
(pagination for contractor's proposal not reflected in numbering)**

CITY OF PALM SPRINGS

**REQUEST FOR PROPOSALS
#05-14**

PARKING CITATION MANAGEMENT SERVICES

**3:00 P.M.
September 5, 2013**

**TECHNICAL / WORK PROPOSAL
ORIGINAL**

Submitted by:



**Data Ticket, Inc.
4600 Campus Drive, Suite 200
Newport Beach, CA 92660
Phone: (949) 752-6937
Fax: (949) 752-6972**

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

City of Palm Springs
RFP #05-14
Parking Citation Management Services

September 3, 2013
City of Palm Springs
Mr. Craig Gladders, C.P.M
Procurement and Contracting Manager
3200 East Tahquitz Canyon Way
Palm Springs, California 92262

Dear Mr. Gladders:

Data Ticket, Inc. appreciates the opportunity to respond to the Request for Proposals to provide Parking Citation Management Services for the City of Palm Springs. For over 24 years we have been providing parking citation processing services required by the City of Palm Springs. Data Ticket is committed to creating a unique relationship with each client for whom we work and providing the highest level of attention to detail to each client. Over 250 clients, nationwide, depend on Data Ticket for their Parking Citation Management and Collection Services.

We have reviewed the services required to provide the City of Palm Springs with exceptional service and we understand and are fully capable of providing all of these services at the highest level. We believe after review of the enclosed proposal, you will agree that Data Ticket is the most qualified partner to provide the professional, focused service necessary for superior citation processing, collections, and customer service.

The individual authorized to negotiate and bind the firm contractually to all statements in this proposal, is Marjorie A. Fleming, President. Data Ticket, Inc. is a California Corporation, a California Certified Small Business Enterprise and a California Certified Woman-Owned Business.

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

Data Ticket, Inc.
4600 Campus Drive, Suite 200
Newport Beach, CA 92660
949-752-6937 ext. 310; 949-752-6033 – fax
MFleming@DataTicket.com

Data Ticket guarantees that all contents of our proposal shall be valid for a period of 120 calendar days from the due date of proposals.

As the City's current Administrative Citation Processing provider, we look forward to the opportunity to continue providing excellent service and to maximize parking citation revenue for the City of Palm Springs.

Best regards,


Marjorie A. Fleming
President



**REQUEST FOR PROPOSALS (RFP 05-14)
FOR
PARKING CITATION MANAGEMENT SERVICES**

ADDENDUM NO. 1

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE RFP DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: Subcontracting

On page 3 of the RFP it states "... sub-contracting is **NOT** permitted under this contract". On page 5 it states "No portion ... to be subcontracted ... without approval of the City".

Section A on page 8 specifies "(Including any subcontractors)"

Section D on page 9 speaks of "... employment and proposals for subcontractors and subconsultants"

Section 4.3 of the Sample Agreement discusses subcontracting "... without the prior written consent of the City."

Can you please clarify these contradictions?

A1: *The Statement on page 3 supersedes any and all boilerplate or other standard RFP or sample contract services agreement language that may reference the use of subcontractors if they were applicable. As such, for this process and the resulting agreement, sub-contracting is **NOT** permitted. We apologize for any confusion caused.*

Q 2: Local Preference

Letter "D" on page 7 of the RFP indicates "Section F.1" for Local Business Preference information. Page 8 "A.1" instructs proposer to provide Local Preference here "(reference Attachment A)" in "Section A" of the proposal. The RFP also provides for a complete proposal "Section D" for the Local Preference.

We do not find a "Section F.1" and are unsure where to address the Local Preference: "Section A" or "Section D".

Can you please clarify?

A 2: The reference to "Section F.1" on page 7 of the RFP was our error. The correct reference is "Section D.1", as found on page 9, where Local Preference is discussed in more detail. There is no Section "F.1". We apologize for our error.

With respect to where you should address "Local Preference", as per Section "A", A.1 on page 8, we are asking that if your firm is requesting Local Preference consideration, that you must be sure that you check the box on "Attachment A" regarding Local Preference and attach a copy of a current business license from a jurisdiction within the Coachella Valley to it. Within the body of your Proposal, under Section D.1, this is where, if you are requesting Local Preference consideration, you would elaborate on how it is that your firm meets the requirements and should be considered, with more detail and specifics.

Q 3: Pricing

On The pricing format, "Attachment C", is based on "Annual Unit" pricing and asks for prices "Per Citation PAID". The first two categories list "Issued Parking Citations". Are we to conclude that 600 and 2,900 annual citations Issued were PAID? If so how many were actually issued?

Is 10 units of correspondence a typical annual volume?

For Out-of-State Collections Processing is it the number 10,000 or \$10,000 collected? Do you want a percentage (not \$ amount) in the Unit Cost column and then the amount in the Total Cost column?

A3: Yes, approximately 600 and 2900 annual citations issued were paid. Approximately 2,800 citations were actually issued. The difference is due to many old citations may be paid during a year that were not actually issued during the same year.

Yes, 10 units of correspondence is the correct typical annual volume.

For Out of State Collections we incorrectly included a Unit Price when in fact we should have requested a %, and there is approximately \$10,000 (dollars, not "units" or citations*) collected annually. As such, we are providing a REVISED COST PROPOSAL sheet that each firm is REQUIRED TO SUBMIT in lieu of the original Cost Proposal that was in the RFP document.

Q 4: Handheld Computers

Does the City currently have handheld computers for issuance? If so what handheld? Do you want to continue with these handhelds or would you like a replacement option?

A4: Yes, the City currently has two (2) AutoCite Series D Handheld Computers. No, the City does NOT wish to continue with this outdated equipment and does want to be provided replacement options in this RFP.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Craig L. Gladders, C.P.M.
Procurement & Contracting Manager
DATE: August 14, 2013

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: Data Ticket, Inc.

Authorized Signature:  Date: 8/29/13

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

SEE REVISED COST PROPOSAL "ATTACHMENT C" ON THE FOLLOWING PAGES. YOU MUST REPLACE THE ORIGINAL ATTACHMENT C WITH THIS REVISED VERSION AND SUBMIT IT WITH YOUR PROPOSAL.

FAILURE TO SUBMIT THE REVISED COST PROPOSAL "ATTACHMENT C" WILL BE CAUSE FOR A PROPOSAL TO BE DISQUALIFIED.



**REQUEST FOR PROPOSALS (RFP 05-14)
FOR
PARKING CITATION MANAGEMENT SERVICES**

ADDENDUM NO. 2

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE RFP DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: Who is your current vendor?

A1: *Duncan Solutions (originally called Enforcement Technology Inc. at the inception of the contract.*

Q 2: We would like to provide information about additional services that we offer – will this information count as the 20 pages (front and back)?

A 2: *Yes, any and all information provided shall count toward the page limit. Please refer to the Instructions as provided in the RFP.*

Q 3: We would like a copy of the current Parking Citation Management Services contract.

A 3: *A copy of the most recent contract services agreement is attached hereto. Note that the new agreement as a result of this RFP will reflect the sample boilerplate agreement as provided in Attachment "D", and the prior agreement is not representative of, nor has any relevance to this process or future agreements.*

Q 4: We would like a copy of the last three invoices received.

A 4: *A copy of the last three invoices is attached hereto.*

Q 5: Exactly how many parking citations were issued in the City of Palm Springs in each of 2010, 2011 and 2012 respectively?

A 5: 2,977 citations were issued in our FY 09-10; 1,936 citations were issued in our FY 10-11; and 2,585 citations were issued in our FY 11-12. FY stands for "Fiscal Year" and for our city is from July 1 to June 30th.

Q 6: How much revenue was generated and collected from parking citations by the City in each of 2010, 2011 and 2012 respectively?

A 6: \$69,797 in revenue for our FY 09-10; \$54,109 in revenue for our FY 10-11; and \$61,059 in revenue for our FY 11-12. FY stands for "Fiscal Year" and for our city is from July 1 to June 30th.

Q 7: What is the total number of unpaid parking citations from 2010, 2011 and 2012 respectively?

A 7: 446 unpaid citations in our FY 09-10; 340 unpaid citations in our FY 10-11; and 403 unpaid citations in our FY 11-12. FY stands for "Fiscal Year" and for our city is from July 1 to June 30th.

Q 8: What is the City's current collection rate on the parking citations that are being issued?

A 8: 83.7% (2009-2012).

Q 9: What is the approximate revenue value of all unpaid parking citations that make up the City's existing backlog?

A 9: \$66,223 (2009-2012)

Q 10: What is the current percentage breakdown of citations written on the electronic handheld ticket writers versus citations that are manually written?

A 10: Approximately 20% are manually written.

Q 11: Does the City currently issue warning tickets? If yes, what are the criteria for issuing one?

A 11: No.

Q 12: Page 6 mentions Administrative Reviews & Hearing Services will not be bid or outsourced but there is a line item in the pricing sheet for these services. Please clarify whether these services are required.

A 12: Administrative Reviews & Hearings are handled in-house by the City. However, the contesting party sends the "Request for Administrative Review" to our third party citation management company who then sends it to the City of Palm Springs Parking Administration. The City reviews and/or holds the hearing and mails the resulting documentation back to our third party citation management company, who then sends the results to the contesting party. The charges on the line item on the Cost Proposal form are for the correspondence from the third party citation management company back to the contesting party with the results of the Administrative Review or Hearing.

Q 13: Cost proposal mentions "hand processing". Please confirm if this is data entry of handwritten tickets or refers to something else.

A 13: This refers to any processing of material by hand such as envelope stuffing, packaging, excessive mailings or correspondence above and beyond the norm, and any extra processing or special correspondence requests from the City.

Q 14: The RFP does not provide any information on the desired handhelds the City would like for "replacement options". Is the section in the REVISED Attachment "C" for "Technical Equipment and Software" meant to be for the "Handheld Computers" and where you would like a monthly lease price for a 2 unit handheld system?

A 14: The City is asking you, the industry leaders and experts in your field, to include in your proposal suitable replacement options for our outdated equipment. You should select what you believe is the most suitable handheld(s) solution for our City and include a detailed specification/tear sheet/brochure on the equipment being offered (along with any and all other Technology, Equipment and Software specifications you recommend) and the cost of LEASING this equipment (the new handhelds) should be INCLUDED in your Cost Proposal in the total for all "Technology, Equipment and Software" that you are recommending in your proposal. A breakdown of your monthly cost should be provided with your proposal outlining all of the Technology, Equipment and Software that we would be leasing and what the individual monthly costs are for each. Note that this is a Proposal process, not a low-cost Bid process, therefore the City reserves the right to negotiate the equipment and possibly select other equipment options if your firm has more than one to select from.

Q 15: Please confirm page 7 of 36, item number 7. allows for a maximum of 40 type written pages.

A 15: As stated in the RFP, the proposal must be in an 8 1/2 X 11 format, and may be no more than a total of twenty (20) sheets of paper (double sided is OK). To further clarify, 20 sheets of paper, if double sided, is the equivalent of 40 "pages", just as in a book. If you submit a proposal with single sided pages, then it would be 40 single sided sheets of paper.

Q 16: The Revised Attachment C appears to be requesting that vendors provide pricing for each citation paid, rather than each citation issued as is evidenced by the explanation provided in the 1st Addendum. Is the City open to pricing based on citations issued?

A 16: The City is requesting pricing for each citation ISSUED (not paid). We apologize for any confusion caused by the explanation in Addenda #1. The City is providing attached hereto a "Second Revised" Cost Proposal in this Addenda #2 that must be used for the Cost Proposal submission.

Q 17: Please describe "Hand Processing" as it relates to the Revised Attachment C Cost Proposal.

A 17: See answer to Question #13.

Q 18: Please describe "Postage for Correspondence" as it relates to the Revised Attachment C Cost Proposal. We ask as there is no corresponding "Correspondence" line item (perhaps it is grouped with Notices and Letters).

A 18: Actual postage cost for correspondence for sending out letters to citizens requesting additional information, for unsigned checks, for "already paid" letters, for general inquiries, etc. As it is not possible to predict the amount of actual postage in advance, this line item has been removed on the attached new Cost Proposal (Second Revision) attached hereto, and is referenced as a mark-up % instead as a "unit".

Q 19: Can you please provide a breakdown of the types of Notices and Letters sent per year (currently estimated at 1600)?

A 19: We cannot provide a quantity breakdown by type, however the "types" are 1st, 2nd, and 3rd Notices, as well as Out of Country Notices, Lessee Notices & Updates, 2nd Owner Notices & Updates, and 2nd Address Notices.

Q 20: Is it accurate to assume the City will send Hearing Schedule Letters and Hearing Disposition Letters or does the total of 170 annual units for Administrative Review Letters include Hearing Disposition and Hearing Schedule Letters?

A 20: Yes, the City will send Hearing Schedule Letters and Hearing Disposition Letters.

Q 21: How many citations are issued annually to CA licensed vehicles and Out of State licensed vehicles?

A 21: Approximately 2,900 in-state and 450 out-of-state.

Q 22: What is the estimated start date?

A 22: The start date will depend on the number of proposals received, length of evaluation process, contract negotiations, award by the Palm Springs City Council, and contract execution phase. The earliest estimated start date would be December 1st.

Q 23: Cost Section; pages 15 and 16 – Could you clarify how the cost should be submitted?

- a. Item 3 refers to: All Notices & Letters (not including postage*). Could you please provide a list of the current notices and letters and samples of each? **Answer: Please refer to answers already provided for types of notices and letters. We do not have samples to provide.**
- b. Item 4 refers to Administrative Review Process? Could you define what this service includes, example entering the reviews, sending out disposition letters for the reviews? **Answer: The contractor receives the review request from the contesting party. Contractor places a "stop process" on the citation until the review is complete. Contractor sends the review request to the examiner at the City. The contractor then facilitates the communication between the contesting party and the examiner via mail.**
- c. Item 5 refers to Hand Processing. Could you define this service? **Answer: See answer to Question #13.**
- d. Item 6 refers to Internet Access for 10 units. Could you define a unit? **Answer: This line item has been removed on the attached new Cost Proposal (Second Revision) attached hereto and is referenced in the note on the line item for "Technology, Equipment & Software".**

- e. Item 7 refers to Postage for Correspondence for 10 units. Could you define a unit? *Answer: This line item has been removed on the attached new Cost Proposal (Second Revision) attached hereto, and is referenced as a mark-up % instead as a "unit".*
- f. Item 11 in cost section refers to Monthly Rental or Lease Fee for Citation Technology Equipment & Software. We are assuming this is equipment for Automated Ticket writers, but there was not any specification or definition for hardware, software, or ticket stock. Could you define? *Answer: See answer to Question #14.*

A 23: *Since this question contained 6 sub-questions, the questions are answered next to each sub-question included above.*

Q 24: Does the city currently have all the services included within these bid specifications?

A 24: *Yes, to the best of our knowledge, the RFP and all Addenda Issued Include the scope of services and specifications of the City for this contract. As this is an RFP process, the City reserves the right to negotiate the final terms, conditions, and scope of service with the recommended firm for contract award.*

Q 25: Who is the current third party vendor?

A 25: *See answer to Question #1.*

Q 26: Can you please provide your current fine schedule for parking citations?

A 26: *A copy of the current fine schedule is attached hereto.*

Q 27: Can you provide a copy of the current contract and pricing for Parking Management Services?

A 27: *See answer to Question #3.*

Q 28: On the Cost Proposal form in "Attachment C", please clarify what "Hand Processing" represents. Is it "Payment Processing"?

A 28: *See answer to Question #13.*

Q 29: Please clarify what the quantity 10 represents for "Internet Access". Is it for connections to the system by City Staff? How many physical connections are required?

A 29: *See answer to Question #23 (d).*

Q 30: How many Handheld Ticketwriters does the City want to use?

A 30: *See answer to Question #14.*

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Craig L. Gladders, C.P.M.
Procurement & Contracting Manager

DATE: August 22, 2013

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: Data Ticket, Inc

Authorized Signature:  Date: 8-22-13

Acknowledgment of Receipt of Addendum 2 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

**SEE THE SECOND REVISED COST PROPOSAL
"ATTACHMENT C" ON THE FOLLOWING PAGES. YOU
MUST REPLACE THE ORIGINAL ATTACHMENT C WITH
THIS SECOND REVISED VERSION AND SUBMIT IT WITH
YOUR PROPOSAL.**

**DO NOT SUBMIT THE FIRST REVISED VERSION THAT
WAS PROVIDED IN ADDENDA #1**

**FAILURE TO SUBMIT THE SECOND REVISED COST
PROPOSAL "ATTACHMENT C" AS PER ADDENDA #2
WILL BE CAUSE FOR A PROPOSAL TO BE
DISQUALIFIED.**

ATTACHMENT "A"

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Envelope #1)

REQUESTS FOR PROPOSALS (RFP) # 05-14
PARKING CITATION MANAGEMENT SERVICES

SIGNATURE AUTHORIZATION

NAME OF COMPANY(PROPOSER):

Data Ticket, Inc.

BUSINESS ADDRESS: 4600 Campus Drive, Suite 200, Newport Beach, CA 92660

TELEPHONE: (949) 752-6937 CELL PHONE (949) 466-8399 FAX (949) 752-6033

CONTACT PERSON Marjorie A. Fleming EMAIL ADDRESS MFleming@DataTicket.com

A. I hereby certify that I have the authority to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to **bind** myself/this company in a contract should I be successful in my proposal.

Marjorie A. Fleming, President

PRINTED NAME AND TITLE



September 3, 2013

SIGNATURE AND DATE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;

A partnership, Partners' names: _____

A company;

A corporation If a corporation, organized in the state of: California

A Local Business (Licensed within the jurisdiction of the Coachella Valley).

Copy of current business license is required to be attached to this document.

2. My tax identification number is: 93-1010811

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # 1, 2 is/are hereby acknowledged.

ATTACHMENT "B"

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Envelope #1)

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

STATE OF CALIFORNIA) ss
COUNTY OF RIVERSIDE)

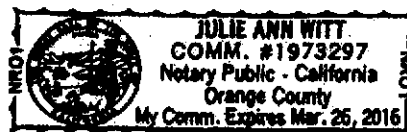
The undersigned, being first duly sworn, deposes and says that he or she is Marjorie A. Fleming of Data Ticket, Inc., the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

By: 

Title: President

Subscribed and sworn to before me this 29TH day of AUGUST, 2013.





A.2 QUALIFICATIONS AND EXPERIENCE

Data Ticket, Inc. is a California Corporation that provides parking citation management services for Cities, Counties, Universities, Districts and other Public entities nationwide. Data Ticket was incorporated in California in 1989. We provide expertise to ensure that citations get processed and collected in a timely manner for over 250 Agencies, nationwide.

Data Ticket is located in Newport Beach, California and employs 42 full time individuals. We encourage in-person communication on a regular basis. Our office is always open to our Clients and we make frequent trips to the Coachella Valley to visit our existing Clients in both the Parking Citation Management and Administrative Citation Management industries. Our current Clients located in the Coachella Valley for whom we perform parking and/or administrative citation processing management and services include: the cities of La Quinta, Indian Wells, Desert Hot Springs, Indio, Rancho Mirage, Yucca Valley, Coachella and Palm Springs. Data Ticket, Inc. is a California certified Small Business Enterprise and a California certified Woman-Owned Business Enterprise.

History

Data Ticket was founded with the idea that significant parking revenue remained uncollected because Municipalities and other public Agencies often sent a single notice to the recipient of a parking citation or just hoped it would get paid off the windshield. With this thought in mind, the founders of Data Ticket set out to speak with public Agencies about this uncollected revenue in an effort to quantify it and to convince them that it was in their best interest, both from a compliance and financial perspective, to either actively pursue this revenue or have Data Ticket actively pursue it based on a contingency model. After recovering millions of dollars in uncollected parking revenue and working closely with many these public Agencies, we were approached by many of them to manage the entire parking citation processing lifecycle, from issuance to collection.

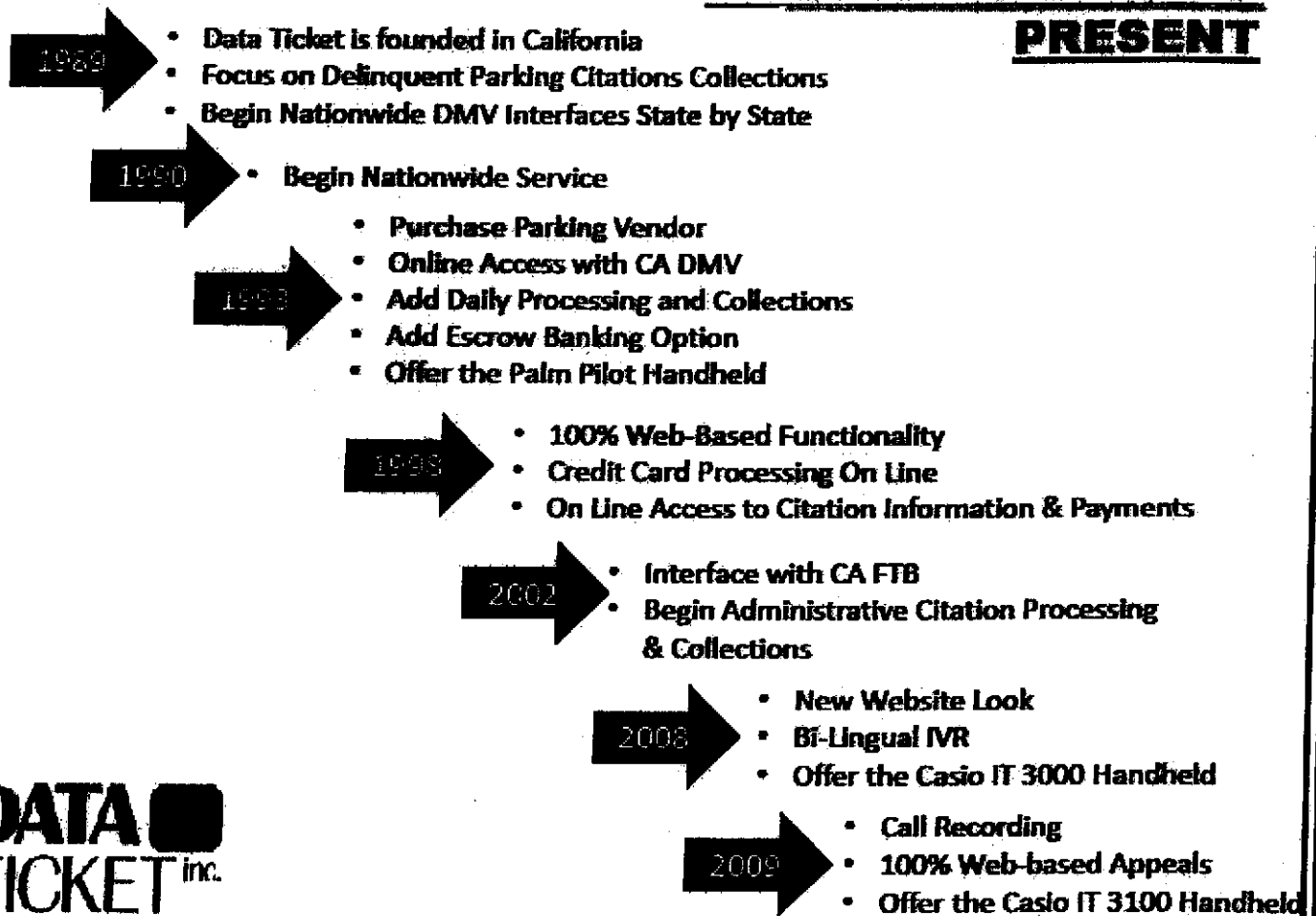
Today, Data Ticket is proud to provide Parking Citation Management and Services for over 250 Agencies, nationwide via our 100% web-based Solution. Our web-based Solution provides access to our Clients and their Patrons 24/7 so parking citations can be handled expeditiously and efficiently. Our Solution is 100% transparent, providing City Staff with a complete audit trail of every citation in the System and providing Patrons with a suite of functionality via the Web, Phone, Interactive Voice Response System, US Mail and walk-in facilities located at those Cities that wish to provide them.

Data Ticket's Staff continually seeks to improve our Solution for our Clients. We strive to provide leading edge, well-tested functionality and features ahead of our competitors so that our Clients always have the best system and solutions available in the marketplace; a fact we take great pride in. Our Solution is well thought-out, providing both our Clients and their Patrons with the functionality that each requires and the features that each desires.

On the following two pages, Data Ticket has provided a brief history of Data Ticket's progression in the Parking Citation Management Industry. These graphics illustrate our history, our accomplishments and the path we intend to take in order to provide our Clients and their Patrons with the most efficient and best experience with regard to Parking Citation Management and Processing.

The First 20 Years: 1989 - 2009

DATA TICKET PAST & PRESENT



The Future: 2010 - Forward

OUR FUTURE



- Credit Reporting Collections Available
- Online Residential Permit Program
- Offer the Casio IT 800 Handheld



- Online Adjudication Requests for Citizens
- Online Oversized Vehicle Permit Program
- Scan all Adjudication Documentation



- NLETs Strategic Partner
- Scan all Payment Backup
- Scan all Manually Written Citations
- Offer the Casio IT 9000 Handheld



- All Sent Notices Available on the Web
- All Sent Disposition Letters Available on the Web
- Full Integration of NLETs for OOS DMV Data
- Wireless Handheld Access to CA DMV Data
- Enhanced Online DMV Access
- 24/7 Upload of Handheld Citation Files – Real Time
- Scan All Manual Appeal Documents



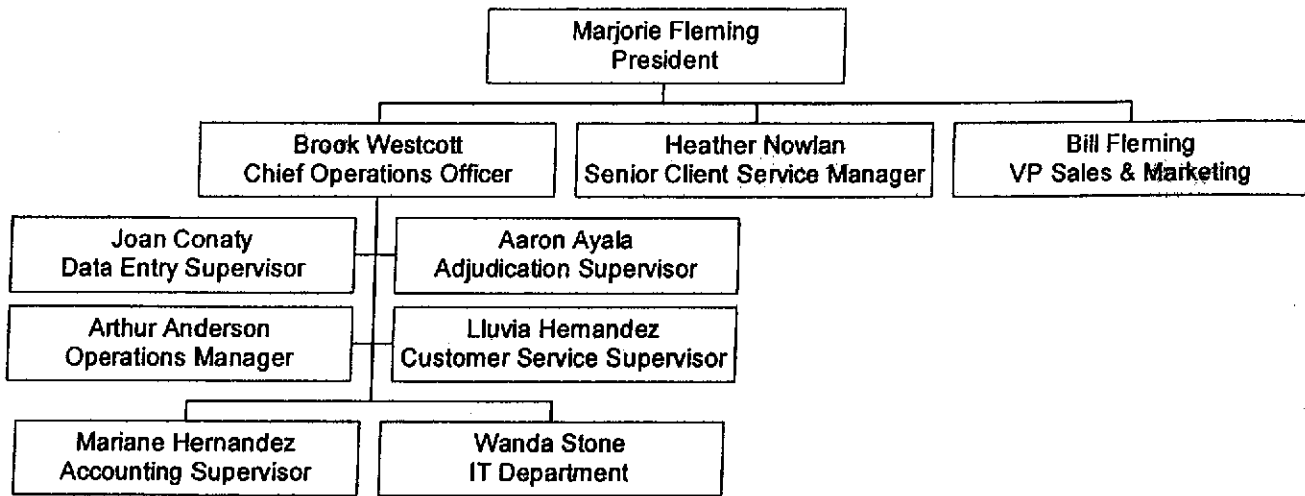
- Enhanced Online Adjudication Scheduling
- Tablet Integration of Citation Enforcement Software
- Online Attachment of Payments on the Citation For Viewing by Clients



Organization

Data Ticket's Citation Management Solution has expanded considerably over the course of the last 24 years, as has our Personnel. Our Management Team brings over 100 years of experience to our Clients and our Staff brings an additional 150 years of experience. Each of these individuals is tasked with helping our Clients through the initial transition and implementation phases of becoming a new Client and into the complete phase of being a full-service Client utilizing all the Services we offer.

The organization chart presented on the following page depicts Data Ticket's organization. Each of the individuals depicted will be available to the City of Palm Springs during the entire length of the contract to answer questions, provide assistance, resolution and confirm that daily operations are expertly handled.



**Marjorie A. Fleming
President, 24 Years with Data Ticket**

Marjorie is a graduate of the University of Wisconsin with a Bachelor of Arts Degree and double major in Sociology and Psychology. Marjorie has been with Data Ticket since inception. She began her career with Data Ticket as Director of Sales and Marketing, was promoted to Senior Vice-President and attained the position of President after 14 years of service.

Marjorie's expertise in corporate management and project management has been highlighted by Data Ticket's excellent reputation in the parking industry. Since joining Data Ticket, Inc. she has been the prime contact and communicator with our clients, overseeing contracts, implementations, system optimization, reports and training of internal staff. She is actively involved in maintaining each client's public relations and image. Marjorie maintains a high profile with each of Data Ticket, Inc.'s clients, visiting customer sites, attending trade shows and ensuring that our corporate policy regarding client/customer service and collections for our clients is implemented in a positive and professional manner. Marjorie stays up-to-date on all new developments in the parking industry.

**Brook Westcott
Chief Operations Officer, 8 years with Data Ticket**

Brook has been a key member of the Data Ticket team for the past eight years; actively managing each client's citation processing to ensure each implementation is successful. Brook's expertise in Project Management includes planning, designing, testing, and executing client conversion, IT enhancements, new IT development, data management, and process re-engineering. Brook's focus since joining Data Ticket has been to develop new processes to streamline the flow of data through the system in order to provide more detailed data to our clients via real-time, online reporting. Brook also focuses her time on significantly increasing the collection rates that Data Ticket provides for its Clients. Her goal is to keep Data Ticket's collection rates above the competition,

providing leading edge technology, while enhancing the professionalism and customer care that each department exhibits.

Brook is a graduate of Baylor University with a Bachelor of Business Administration in Business Management. Prior to joining Data Ticket, Brook was with Accenture for 11 years, where she was a Senior Manager handling project management worldwide including working in Spain, France, Italy, Chicago, New York, San Francisco, Minneapolis, Memphis, and Orange County. Brook is responsible for overseeing the Information Technology, Accounting, Data Entry, Adjudication, and Operations Departments.

Heather Nowlan

Senior Client Services Manager, 5 years with Data Ticket

Heather joined Data Ticket over five years ago and is responsible for managing our clients' needs via email, phone, web-x training sessions and personal visits. She is responsible for assisting in the implementation of new clients, as well as for the retention of existing clients by understanding their needs and making sure Data Ticket staff understands how our clients work.

Heather is a graduate of Texas Christian University and her experience includes over 15 years of customer service in a fast-paced, high energy, clients facing business. She brings to Data Ticket a very solid foundation of the best client service through communication and detail-oriented services. She has worked on numerous CRM's (customer relationship management) programs and has been able to apply this knowledge directly to Data Ticket. Heather's goal is to enhance the experience that our Data Ticket clients receive through personal attention, by dedicating time and understanding to their unique needs.

A.3 REFERENCES

Per the City's request, Data Ticket has provided references on the following pages. Should the City require additional references or additional information, we would be happy to provide either or both.

Customer Name	City of Corona
Contact Individual	Sharlyn De La Paz, Senior Management Analyst
eMail Address	Sharlyn.DeLaP_az@ci.corona.ca.us
Phone / Fax:	Phone: 951-279-3583; Fax: 951-739-4894
Address	Police Department, 730 Corporation Yard Way, Corona, CA 92880
Annual Estimated Cost	\$34,000.00
Description of services provided	<ul style="list-style-type: none"> • Daily citation processing • Delinquent citation processing • Manual citation data entry • Daily notices sent per City's schedule • Delinquent notices sent per City's schedule • Bail schedule administration • Application of penalties per City's schedule • Mail receipt, opening and batching • California DMV Registered Owner acquisition • Out of State Registered Owner acquisition • California Registered Owner Holds / Releases • In-house payment processing for checks, cash, money orders and credit / debit cards • In-house, bi-lingual Customer Service Department • Call recording of all in-bound and out-bound customer service calls • Administrative Review performance • Administrative Hearing scheduling • Administrative Hearing Officers • Disposition Letter sending • Social Security Number acquisition • Franchise Tax Board processing & Collections • Credit Reporting Collections • Daily deposits to City's bank • Refund, NSF, and credit card chargeback processing • Payment plan administration • Full service website for City Staff to manage the Citation Processing • Full service website for Patrons to manage their citations • 24/7 Bi-lingual IVR • Online management reporting

References – Continued

Customer Name	Riverside County
Contact Individual	Carol Lynn Anderson, Administrative Services Officer
eMail Address	carander@rctlma.org
Phone / Fax:	Phone: 951-955-1095; Fax: 954-955-8680
Address	Riverside County, 4080 Lemon St., 12th Floor, Riverside, CA 92502
Annual Estimated Cost	\$19,000.00
Description of services provided	<ul style="list-style-type: none"> • Daily citation processing • Delinquent citation processing • Manual citation data entry • Daily notices sent per County's schedule • Delinquent notices sent per County's schedule • Bail schedule administration • Application of penalties per County's schedule • Mail receipt, opening and batching • California DMV Registered Owner acquisition • Out of State Registered Owner acquisition • California Registered Owner Holds / Releases • In-house payment processing for checks, cash, money orders and credit / debit cards • In-house, bi-lingual Customer Service Department • Call recording of all in-bound and out-bound customer service calls • Administrative Review performance • Administrative Hearing scheduling • Administrative Hearing Officers • Disposition Letter sending • Social Security Number acquisition • Franchise Tax Board processing & Collections • Daily deposits to County's bank • Refund, NSF, and credit card chargeback processing • Payment plan administration • Full service website for County Staff to manage the Citation Processing • Full service website for Patrons to manage their citations • 24/7 Bi-lingual IVR • Online management reporting

References – Continued

Customer Name	City of Rancho Mirage
Contact Individual	Sandra Johnson, Code Compliance Manager
eMail Address	sandraj@RanchoMirageCA.gov
Phone / Fax:	Phone: 760-770-3220, ext. 297; Fax: 760-202-4792
Address	City of Rancho Mirage, 69825 Highway 111, Rancho Mirage, CA 92270
Annual Estimated Cost	\$3,500.00
Description of services provided	<ul style="list-style-type: none"> • Daily citation processing • Delinquent citation processing • Manual citation data entry • Daily notices sent per City's schedule • Delinquent notices sent per City's schedule • Bail schedule administration • Application of penalties per City's schedule • Mail receipt, opening and batching • California DMV Registered Owner acquisition • Out of State Registered Owner acquisition • California Registered Owner Holds / Releases • In-house payment processing for checks, cash, money orders and credit / debit cards • In-house, bi-lingual Customer Service Department • Call recording of all in-bound and out-bound customer service calls • Administrative Review performance • Administrative Hearing scheduling • Administrative Hearing Officers • Disposition Letter sending • Social Security Number acquisition • Franchise Tax Board processing & Collections • Daily deposits to City's bank • Refund, NSF, and credit card chargeback processing • Payment plan administration • Full service website for City Staff to manage the Citation Processing • Full service website for Patrons to manage their citations • 24/7 Bi-lingual IVR • Online management reporting • Escrow banking services • Remote Check Deposit • Submission of County monthly surcharges

References – Continued

Customer Name	City of Costa Mesa
Contact Individual	Rob Sharpnack, Captain
eMail Address	rsharpnack@costamesaca.gov
Phone / Fax:	Phone: 714-754-5191; Fax: 714-754-5124
Address	City of Costa Mesa, 99 Fair Dr., Costa Mesa, CA 92626
Annual Estimated Cost	\$84,000.00
Description of services provided	<ul style="list-style-type: none"> • Daily citation processing • Delinquent citation processing • Manual citation data entry • Daily notices sent per City's schedule • Delinquent notices sent per City's schedule • Bail schedule administration • Application of penalties per City's schedule • Mail receipt, opening and batching • California DMV Registered Owner acquisition • Out of State Registered Owner acquisition • California Registered Owner Holds / Releases • In-house payment processing for checks, cash, money orders and credit / debit cards • In-house, bi-lingual Customer Service Department • Call recording of all in-bound and out-bound customer service calls • Administrative Review performance • Administrative Hearing scheduling • Administrative Hearing Officers • Disposition Letter sending • Social Security Number acquisition • Franchise Tax Board processing & Collections • Daily deposits to City's bank • Refund, NSF, and credit card chargeback processing • Payment plan administration • Full service website for City Staff to manage the Citation Processing • Full service website for Patrons to manage their citations • 24/7 Bi-lingual IVR • Online management reporting • Electronic handheld ticket writers • Provision of ticket stock

References -- Continued

Customer Name	City of La Quinta
Contact Individual	Anthony Moreno, Code Compliance Supervisor
eMail Address	amoreno@la-quinta.org
Phone / Fax:	Phone: 760-777-7034; Fax: 760-777-7011
Address	City of La Quinta, 78-495 Calle Tampico, La Quinta, CA 10004
Annual Estimated Cost	\$6,400.00
Description of services provided	<ul style="list-style-type: none"> • Daily citation processing • Delinquent citation processing • Manual citation data entry • Daily notices sent per City's schedule • Delinquent notices sent per City's schedule • Bail schedule administration • Application of penalties per City's schedule • Mail receipt, opening and batching • California DMV Registered Owner acquisition • Out of State Registered Owner acquisition • California Registered Owner Holds / Releases • In-house payment processing for checks, cash, money orders and credit / debit cards • In-house, bi-lingual Customer Service Department • Call recording of all in-bound and out-bound customer service calls • Administrative Review performance • Administrative Hearing scheduling • Administrative Hearing Officers • Disposition Letter sending • Social Security Number acquisition • Franchise Tax Board processing & Collections • Daily deposits to City's bank • Refund, NSF, and credit card chargeback processing • Payment plan administration • Full service website for City Staff to manage the Citation Processing • Full service website for Patrons to manage their citations • 24/7 Bi-lingual IVR • Online management reporting

**SECTION B:
PROPOSAL ORGANIZATION, CONFORMANCE WITH RFP
INSTRUCTIONS AND DEMONSTRATED UNDERSTANDING
OF THE OVERALL PROJECT AND REQUESTED SCOPE OF
WORK**

B.1 Review of Proposal

Data Ticket has reviewed our proposal and confirms the following:

- Attachment A has been completed and signed
- Attachment B has been completed and signed
- The proposal has been formatted as required by the City in Section 7 of the City's RFP
- The proposal has been organized with the Technical / Work Proposal in an Envelope labeled #1
- Located in Envelope #1 are sections A-D as required by the City's RFP
- The proposal has been organized with Section E, Cost Proposal, in a separate envelope.
- Attachment C has been completed and is included in Envelope #2 with the Cost Proposal
- Our proposal does not exceed twenty sheets of paper, double sided
- Data Ticket has included 5 "Copies" and 1 "Original in our response to the City's RFP
- Data Ticket has followed all other instructions as provided by the City

B.2 Overall Understanding

Data Ticket, Inc. has read and understands the City of Palm Springs' RFP for providing Parking Citation Management Services. Data Ticket understands the City is seeking a vendor who will partner with the City to provide a full suite of services and to demonstrate expertise with parking citation processing, DMV interfaces, collections and customer service. Data Ticket will provide the services required as directed by the City.

We understand it is often difficult to contemplate changing vendors; however, we believe we have the people and processes in place to make the transition seamless for the City's Staff and the City's Patrons. Data Ticket's approach to handling this transition seamlessly is to partner with our Clients to ensure we understand the City's guiding principles exactly as the City portrays them.

We believe that communication and Customer Service are of the utmost importance when working with any partner. Should the City award the Parking Citation Management Services contract to Data Ticket, we will work closely with the City's Staff to understand how you communicate with your Patrons, to understand your philosophy on items such as fix-it tickets, handicap violations, adjudication processes, warning citations, grace-periods and to discuss other areas that often vary by Agency. Our goal is to treat the City's Patrons as you would, because then, we are truly representing the City's best interests.

Data Ticket is in a service industry and we consider our Client's acceptance of our software and services paramount to a successful partnership. When we partner with each Client, the goal is to ensure that each Client is treated as a unique entity and that our Client's Patrons are treated with respect and care. Finally, we believe it is extremely important that our Clients achieve their goals of compliance and increased revenue collection through our comprehensive parking management program.

Data Ticket has been in business for over 24 years because our Clients' patrons are treated politely and professionally. Providing data access accurately, effectively and efficiently to our Clients and their Patrons is of primary importance because it encourages communication between all interested parties and transparency in the citation process and timeline, thus promoting understanding, clarity and consistency.

Summary of the Scope of Work

Data Ticket has read and understands the City of Palm Springs Scope of Services. We believe our fully staffed Mail, Data Entry, Operations, Customer Service, Accounting, Adjudication and Programming Departments will provide the City with the excellent level of customer service required for the City's Patrons as well as for the City's Staff.

Our web-based Solution provides patrons with access to lookup their citation(s), pay for their citation(s), get specific information about their citation(s), appeal their citations and attach supporting documentation and print a receipt; all online and all via real-time data. In addition, the City's patrons will have access to a toll-free, bi-lingual customer service

department who will answer general and specific questions about each citation and will accept payment over the phone via a real-time interface. Finally, patrons will also be able to submit payment and appeals to the City or to Data Ticket via mail or in person at the City's preferred location. All of the types of access we allow are intended to make the process simple for the City's patrons so they pay their citations in a timely manner.

Access to the data for City Staff is equally as important as is access for the City's patrons. Our Solution provides online access to our Clients to lookup citations, enter notes on citations, process voids, dismissals, reductions, refunds, refund requests, view online reports, print receipts and process and review the adjudication process. Each capability is provided based on the level of access each person is given. For example, if the City requires only specific individuals to perform specific functions, our system will accommodate that.

Data Ticket allows for real-time processing of payments via VISA, MasterCard, Discover and American Express. Credit card payments are accepted online, via phone with a customer service representative or using our state of the art IVR system or via paper. Website payments are updated in the system real-time, as soon as they are authorized and accepted by the bank. Payments are immediately updated to the citation records and receipts can be printed verifying payment for the payer.

Data Ticket's Solution is Payment Card Industry (PCI) certified and our Solution is subjected to both quarterly, scheduled scans of our database as well as unscheduled scans, thus providing the ultimate security for our Clients as well as their patrons.

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

Our Solution provides an Online Reporting capability that allows our Clients to generate and print real-time and month-end reports via the web. These reports can be saved to a network, PC or external drive, copied into Excel for additional manipulation as the City wishes or they can simply be viewed. These reports are available to the City as long as the City is a Client. In addition, when the City needs ad hoc reports or additional data, Data Ticket will provide those at no cost.

Data Ticket is experienced at working backlog and delinquent citations, which all agencies seem to have. We have years of experience collecting from "old databases

and citations”, and we do it carefully and professionally, with the utmost care given to the agency image and collection attitude. Data Ticket’s Delinquent Collections widely used amongst our Clients as it garners increased revenue at no upfront cost. Since 2002 Data Ticket, Inc. has been offering additional collections through the Franchise Tax Board’s the Interagency Intercept Program on behalf of our Clients in order to provide an additional opportunity for collection of delinquent California debts. Many of our agencies have been participating in this program since we began offering this interface and they have all been impressed with the return rate on collections from this submission.

Data Ticket’s Management Plan

Data Ticket’s management plan will ensure the City’s Parking Management Processing is expertly, efficiently and effectively handled. Data Ticket will assign three key individuals to manage the implementation and to ensure a successful transition and working relationship with the City’s Contract Administrator. These individuals will be responsible for every aspect of the implementation and for 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.

At a high-level, responsibilities amongst these three individuals has been provided below.

Individual	Assignment of Tasks
Heather Nowlan, Senior Client Services Manager, Project Manager for the City of Palm Springs	Implementation Set-Up Acquisition of Data Parc Code Assignment User Training Correspondence Review User Setup Daily Questions
Marjorie Fleming, President	Contractual Oversight Attendance at City Council Meeting(s) Performance Integrity
Brook Westcott, Chief Operating Officer	Conversion Effort Accounting Oversight Internal Oversight of Operational Processes

Ensuring the implementation and long-term maintenance of the contract is a success is of paramount importance to Data Ticket. As such, the City’s Staff will find we are extremely hands-on in the processing of the City’s citations. In order to ensure success will be achieved, we will be in regular contact with the City via phone and in person. This communication will ensure that expectations are carefully and completely defined and met.

Initially, we will use a project schedule to track the implementation and conversion effort. We prefer to have regularly scheduled meetings with new clients to ensure milestones are met, decisions are made and best practices are in place. We find these

meetings are helpful to both Data Ticket and our Clients, so that we are able to meet our goals in an efficient and timely manner.

Once the implementation and conversion efforts have been completed, we will continue to actively manage the contract by speaking with the City on a regular basis, holding review sessions of reports, providing updates to the software and scheduling regular in-person meetings to resolve any issues and discuss progress.

We have found over the course of the last 24 years that communication is the key to a successful implementation and contract management.

B.3 Key / Critical Issues

Data Ticket has a wealth of knowledge to share with the City to ensure the transition, implementation and long-term relationship proceed smoothly. Below, Data Ticket has provided some example of key issues that may be encountered and how we believe these issues can be prevented.

Parc Code Assignment – DMV can often take 6 weeks to transition the City's parc code from its current vendor to the new vendor. As you know, the parc code allows for the placement of holds and releases, as well as the ability to receive the month-end file. To mitigate the risk that DMV takes this long, upon contract signing, or as soon as the City gives us the go ahead, we prepare and provide the City with the required documents to sign and send to DMV. These documents are provided with a pre-addressed FedEx envelope in which the City may submit the documents to DMV and Data Ticket will be responsible for following up with DMV weekly.

Letter of Termination – Often vendors have a 30 day clause in a contract to stop processing for a Client. It is key to send the letter of termination with a stop processing date as soon as the contract has been awarded so the existing vendor can prepare their schedule of activities and ensure the City that a conversion file will be provided in a timely manner.

Handheld Usage – The use of new handhelds is exciting for many Officers; however, for some it is intimidating. To ensure an easy transition to the new handhelds, it is imperative that the Officers receive the right training and enough time to feel comfortable with the units. It is important during the training that the Officers have a say in the manner in which the handheld software functions. Data Ticket takes feedback received from Officers during training and often customizes the software to meet their needs. We find this encourages them to adapt to the new units easily.

Implementation Planning – We have found that often Departments can find themselves confused over what is happening and when. To mitigate this confusion, we provide our Clients with a detailed implementation plan that defines what will happen, when, and who is responsible. In addition, we recommend meetings, both in person and via phone, as often as the Agency would like to ensure everyone is on the same page.

Communication / Project Managers – We have found it imperative to ensure communication between Data Ticket, the City and the City's Patrons is clear, concise and frequent. This eliminates any task from being dropped and assumptions from being made. The assignment of a project manager from Data Ticket and a key contact from the City, who work together to address issues as they arise, often eliminate the issues.

Knowledge of the City – Our project manager will ensure we know everything there is to know about the City; the City's philosophy, the manner in which Patrons are treated and addressed, escalation procedures and all other pertinent aspects with which the City deals. Without this knowledge, we cannot possibly represent a Client well.

SECTION C: DATA PROCESSING / MANAGEMENT CAPABILITIES, PROPOSED SOFTWARE, TRANSITION PLAN, SUPPORT AND INSTALLATION / TRAINING PROGRAMS FOR PARKING CITATION PROCESSING AND MANAGEMENT SERVICES

C.1 Data Ticket's Data Processing and Management Services

Data Ticket's Citation Management Solution is 100% web-based and will provide the City's Staff with a complete audit trail for each citation entered in the Solution, including registered owner information, notice history, adjudication history, fee and penalty history, payment history, customer service history and all other transactions related to the citation. Our Solution offers a level of transparency that no other solution in the industry provides. Our reason for this is simple. We do our jobs well and we want to demonstrate to our Clients that every citation will be processed according to the City's business and timeframe rules. There is never any situation in which we will not provide the City with transparency into the process.

Data Entry from Manual Citations

Data Ticket's in-house Data Entry Department will be responsible for keying all manually written parking citations into the system within 48 hours of receipt. In addition, the City's Staff will be notified immediately of any data that needs to be updated and Data Ticket's online solution will provide the City with the ability to edit electronically written and manually written citations. Finally, Data Ticket scans and stores all manually written citations and all backup received from payments on our network as long as the City is a Client. In addition, we will store hard copies of all manually received citations for a period of two years and then destroy at our cost, though with current retention policy exceeds this requirement.

Electronic Citations

Data Ticket's electronic citation issuance software is 100% Company owned and managed. This is excellent for our Clients, as it means we can change the software to meet our Clients needs at anytime. The transfer of electronic citations to our system can occur 24/7 and requires no manual intervention by Data Ticket. This means as soon as a handheld citation file is transferred, it is available on the web for the City's Patrons to pay and/or appeal as they require. In addition, the citations are available for the City as soon as they are transmitted. ***No one needs to wait for 48 hours*** to see a citation in the system, there is no delay!

Our Solution does not remove citations, manually written or electronically written, until a Client specifically requests us to purge the data. We do this so our Clients have the ability to run historical reports at anytime.

Registered Owner Name and Information Retrieval from Departments of Motor Vehicles (DMV) and Holds and Releases

Data Ticket is online with California DMV for registered owner information, Registration Hold and Registration Releases and has been for the past 20 years. Daily, Data Ticket obtains CA Registered owner information, places registration holds and releases. In addition, Data Ticket has the ability to lookup registered owner information and place holds and releases real-time.

The holds and releases Data Ticket makes are confirmed the same day. This is a unique process to Data Ticket; most vendors do not receive confirmation from DMV on whether a hold or release has been successful until month-end. This is a huge disservice to our competitor's Clients, as it means they have a period of up to 30 days before they know whether a hold or release has been successful.

Data Ticket also obtains registered owner information for all other states and Data Ticket does not ever pass fees associated with this service on to our Clients.

Two new enhancements planned for September 2013 are the updating of our online interface with California DMV and a completion of the implementation of our Strategic Partnership with NLETs. Both of these enhancements will far exceed services provided by any other vendor in the industry. The new DMV interface will allow us to send RO requests as soon as the citation is in the system, 24/7 whereas today requests are made during business hours only. In addition, the new interface will allow us to place DMV holds and releases as soon as each citation is eligible, 24/7, whereas today placements and releases are made during business hours only. This enhancement is 100% unique to Data Ticket. ***No other vendor in the industry provides this type of interface or turnaround time.***

Likewise, Data Ticket is a Strategic Partner with NLETs and completed the audit process the first week in September. Testing and a go-live are to be completed at the end of September. NLETs functions much like the City's CLETs interface whereby Data Ticket will have access to out of state registered owner information 24/7, compared with the dependence we have on each individual state today. Like the new California DMV interface, this enhancement is 100% unique to Data Ticket. ***No other vendor in the industry provides this type of interface or turnaround time.***

Registered Owner Correspondence

Data Ticket's solution is time and event driven to meet the requirements of each of our Clients unique requirements for sending correspondence. Our solution does not batch or hold citations for noticing, penalty escalation, adjudication or any other purpose. All notices are sent by Data Ticket on customizable 8 ½ x 11 sheet of paper. Included with each Notice is a window envelope in which the recipient may mail payment or a request for adjudication. Data Ticket does not ever use postcards, snap out forms, or any other type of correspondence. All correspondence sent by Data Ticket is sent via First Class Mail in window envelopes.

In addition to Courtesy Notice or Notices of Delinquency, Data Ticket will mail partial payment letters, Insufficient Funds letters, Payment Plan letters, and Adjudication letters as soon as each citation is eligible to have such correspondence sent. Each of these notices is customizable for the City and each correspondence type is sent daily, without any batching of data. A copy of each notice type has been provided in the Appendix Section of our RFP Response.

Our Solution accommodates up to 3 penalties and will provide the escalation amount and date on each notice. In addition, Data Ticket will mail a Courtesy Notice to a renter or lessee when a rental car agency or leasing agency notifies us of such information. Finally, often vendors treat citations issued to out of state plates differently than those issued to California plates. We don't believe this garners the best results for our Clients as it treats the two types of citations differently and potentially provides the out of state plate owner with additional time to pay the original bail. As such, we obtain out of state registered owner information in the same timeframe as we obtain California plated vehicles registered owner information, immediately!

Payment Processing

Our Solution accepts payments via US Mail in Newport Beach, California, the Internet, our bi-lingual automated voice response system (IVR or AVR), via our live, bi-lingual Customer Service Representatives and via Client specific locations, should the Client permit. Online payments are authorized and processed real-time via VISA, MasterCard, Discover and American Express and the Patron is provided with a confirmation number that matches the real-time authorization number. Our live, bi-lingual Customer Service Representatives are available Monday – Friday from 8am – 5pm Pacific. Our Solution is PCI Compliant to provide the City and the City's Patrons with the peace of mind that our Solution is hacker-safe and credit card information is kept in the strictest confidence.

The Citation Processing Solution, paired with our in-house support staff, provide our Clients with the services required to perform Parking Citation Processing Services in a manner that exceeds their requirements. Daily, our Mail Department sorts, opens and batches incoming mail. Once batched, the mail is provided to the appropriate department to process. All mail is processed within 48 hours of receipt.

Payments received via US Mail are processed in-house and deposited within 48 hours of receipt. Data Ticket understands the City utilizes Wells Fargo and Data Ticket provides a bonded courier to Wells Fargo, Monday – Friday. As payments are made, the City will have access to a real-time report that is available 24/7 and reflects each payment made. In addition to this report, Data Ticket provides 23 other online reports that will provide the City with the ability to reconcile the City's bank statement, manage the citation processing functions and review both operational and management functions.

Data Management, Reporting and Statistical Reporting

Data Ticket will be responsible for all data management activities, all hardware and all software. The data provided by the City and obtained by Data Ticket on behalf of the

City belongs to the City. At no time does Data Ticket own this data and upon request, the City will receive a complete accounting of all its data.

Data Ticket provides Financial, Operational and Management Reports for our Clients on the web. Our financial reporting capability provides our Clients with the ability to easily tie the City's bank statement to the system reporting on a daily basis. In addition, our management and operational reporting permit our Clients to manage every aspect of citation processing including the percentages collected, dismissed, voided and paid on a daily basis and the number of citations written at the violation code level and officer level on a daily basis.

Citation revenue is reported to each Client based on actual fines collected, not on the face value the citations. This includes the original bail amounts, any fines added to the citation, any reductions applied to the citation, and any additional administrative fees applied to the citation.

Data Ticket has always provided and will continue to provide additional reports and inquiries to our Clients at no additional charge within 48 hours of receipt of a request.

Report Descriptions

Data Ticket's online reporting provides for real-time, daily, monthly, yearly and pre-processed month-end reports. These reports are accessible via a username and password and are available as long as the City is a client. We do not purge these reports or remove them from the web at any point. These reports can easily be saved to the City's network, an individual PC or third party device such as a USB drive.

Data Ticket offers over 23 reports online. We would be happy to provide the City with report samples and descriptions upon request.

Handheld Ticket Writer Description

Data Ticket recommends the most current Casio IT-9000E for the City of Palm Springs. Citations written using the IT-9000E can either be transmitted electronically to our Solution at the end of every shift or real-time using a MiFi and a wireless data plan.

Data Ticket will provide training on all equipment, reports and processing prior to implementation. Our own in-house programmers developed Data Ticket's handheld software. We maintain the software; perform all enhancements and upgrades on the software, and ensure that our clients' software is never out of date by providing remote updates. Unlike other citation processing and handheld ticket writer vendors, we do not let our client's handheld software roll 'out of date' or 'age'. We maintain a version control that is flexible and advise our clients each time an update will be made. We do this so that we are never in a situation where a client's software is no longer supported and therefore the client is forced to upgrade or purchase new units. Once a client selects a handheld unit and handheld software provided by Data Ticket, we ensure their software is always supported until they choose to change.

Data Ticket offers a few options for the issuance of electronic citations; however, we believe the Casio IT-9000E, loaded with our own proprietary software, is best suited to the City's needs. It is the newest one-piece Casio unit, can be wireless if desired, and includes a color camera. The software we load on each unit is owned, supported and upgraded by Data Ticket. There is no third party involvement for maintenance or repair. We find this gives us complete control over the software and the ability to provide repairs and upgrades, as our clients require them.

Data Ticket will provide complete installation of the handhelds and software onsite for the City and Data Ticket will provide full training, service and support for these units. Maintenance includes repair and/or replacement of the units within forty-eight hours of receipt of the unit. In many cases, issues can be handled remotely, removing the necessity to over-night the unit to Data Ticket for software work, additions or deletions.

Maintenance of the handheld units will be provided onsite at Data Ticket and will be performed and returned within 48 hours of receipt. **In the event a unit cannot be fixed, a new unit will be provided to the City at no additional cost.**

While citations are sent to Data Ticket, a file will be transmitted to the handheld containing any updates to the handheld, such as officer badge number changes, location updates, make / model changes. In addition, an updated habitual offender (scofflaw) report will be sent to the handheld unit so the officers can continue writing tickets with the most recent set of data and will be notified if they find a scofflaw.

Specifications and an image of the unit are provided on the following pages.

IT-9000	
	Marvell®PXA320 Processor (Max. 624 MHz)
	Microsoft®Windows Mobile®6.5 English Version
	256 MB
	256 MB
	3.7 inches VGA Color LCD with Touch Panel Casio's original LCD (Blanview®)
	480 x 640 dots, 65,536 colors
	LED
	Indicator 1: battery charging status, Indicator 2: operating status

IT-9000			
Printer	Printing method	Thermal line dot	
	Paper width	80mm or 58mm	
	Printing width	72mm or 48mm	
	Printing speed	28 lines per second	
	Paper type	Roll paper, Label paper	
	Number of print dots	576 dots (80mm width paper)	
	Font type	Alpha-numeric, Symbologies(UPC-E, NW-7, Code39, Code128), OCR-B, User defined character x 128	
	Marker sensor	Positioning for printing	
Input	Keyboard	Numeric (Alphabet) keys, Double zero key, - key, Decimal key, MENU key, Fn key, F1 to F4 key, CLR key, BS key, ENT key, Cursor keys, Power key	
	Touch Panel	Plastic panel (resolution 480 x 640 dots) with character input panel	
Digital Camera	Imaging Element	2.0 mega pixels C-MOS	
	Focusing	Autofocus	
	Other Function	LED flash	
CMOS Imager	Type	752 x 480 (wide VGA) Monochrome area sensor	
	Wavelength	Laser 650 +10 or -5 nm, Output power 1 mW or less	
	Resolution	1D: 0.15 mm 2D: 0.169 mm (Stacked) 2D: 0.25 mm (Matrix)	
	Readable distance	1D: 40 to 410 mm 2D: 50 to 250 mm (Stacked) 2D: 60 to 150 mm (Matrix)	
	Readable Symbologies	1D	EAN8, EAN13, UPC-A/E, Codabar(NW-7), CODE11, CODE32, CODE39, CODE93, CODE128/GS1-128 (UCC/EAN128), MSI, IATA, ISBT, Industrial 2 of 5(ITF), GS1 DataBar Omnidirectional, GS1 DataBar Truncated, GS1 DataBar Limited, GS1 DataBar Expanded
		2D Stacked	PDF417, Micro PDF, CODE49, Composite, Codablock F, TLC39, GS1 DataBar Stacked, GS1 DataBar Stacked Omnidirectional, GS1 DataBar Expanded Stacked
		2D Matrix	Aztec, DataMatrix, Maxicode, QR Code, Micro QR, Han Xin Code

IT-9000	
	13.56MHz
	ISO14443 Type A / Mifare [®] , ISO14443 Type B / Falica [®]
	ISO15693 (I-CODE [®] SLI/Tag-it [®] /my-d [®])
	3 slots
	USB (Host, Client) x 1
	SDIO (SDHC supported) x 2
	Microphone: builtin monaural, Speaker: builtin monaural
	Bluetooth [®] Version 2.0+EDR compatible
	Lithium-ion battery pack: HA-G20BAT (7.4V/2,000mAh)
	Lithium battery (rechargeable) on board
	Approx. 5 hours
	-4°F to 122°F (-20°C to +50°C)
	IP54 level (compliant with IEC60529 standard)
	From 5 ft.in height onto concrete floor ¹
	MC25E: 112(79) x 286 x 66(37) mm (printer part) C25E: 112(79) x 255 x 66(37) mm (printer part)
	MC25E: 655g C25E: 605g
	Visual Studio 2005, Visual Studio 2008, CASIO IT-9000 SDK



6.2 Proposed Software, Database Back-up, Recovery, and Off-Site Security

Proposed Software

Data Ticket's Citation Management System is 100% web-based. The entire system is accessible using individual usernames and passwords. City Staff with access to the Internet and a web browser may access the system using a unique username and password that will be set up during the implementation phase. 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.

City Access

Access by the City's Staff is granted by a citation number, notice number, vehicle license number and State, name, or VIN. Data displayed once a valid search criterion is used is:

- All citation level information that was entered on the citation, including VIN
- All photographs taken at the time of the citation issuance and transmitted to Data Ticket
- Current status of the citation, provided in bolded text
- DMV Inquiry date and hold and release information and dates, including registered owner information, with address and registration expiration date
- Delinquent notice history, including date sent, date due, address sent to, registered owner, make of the vehicle and amount due
- 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 chargeback date
- Penalty history including penalty date, penalty amount
- Registered owner information as provided by DMV, including registration date and any names listed on the registration, VIN, make and model
- All phone notes as entered by our Customer Service Representatives and any other personnel who have a username and password
- The number of citations for each registered owner and the number of citation issued for each state / plate
- Vehicle registration history
- A complete audit trail of the citation, including a username and date for every transaction
- Citation simulation for reproduction and printing at the City

- Scanned images related to Adjudication, payment backup and other matters

During the implementation phase and throughout the life of the contract, the City will have the opportunity to define the user access levels for each individual provided with access to the system. Access to the system by the City includes the ability to:

- Enter voids with reason codes or full comments
- Enter dismissals with reason codes or full comments
- Enter letter data with the ability to add custom notes
- Place holds (extensions) on citations and enter a hold date and a reason
- Enter promissory notes with extension dates
- Enter review and hearing notices and comments
- Enter review and hearing dispositions, including notes and comments
- Enter or request citation data corrections
- View photos of the violation in the format they are sent
- Enter phone notes to be viewed by the City and Data Ticket only
- Enter or request citation data corrections and violation changes
- Reduce citation dollar amounts
- Enter refunds performed at the City
- Enter NSFs received by the City
- Enter payments taken at the City
- View a complete adjudication history, including supporting documentation
- Enter dispositions related to Administrative Review Requests and Administrative Hearings
- Generate, print and re-print Adjudication letters
- Print receipts for citations that have been paid

In addition, 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, the City's Staff will have the ability to view a complete audit trail for every citation in the system.

Proposed Inquiry

Data Ticket will be responsible for responding to all inquiries and initial complaints regarding the status of dispositions of citations, vehicle registration and all other aspects related to parking citation processing. Data Ticket will provide a live Customer Service Department consisting of bi-lingual customer service representatives, speaking both English and Spanish, who will have been trained to handle all aspects of parking citations processing as it relates to the City's Patrons. The Customer Service Department will be available Monday – Friday from 8am – 5pm, Pacific. We will ensure our Customer Service Representatives are thoroughly trained to handle each call and perform in a manner that is consistent with how the City would handle customer service.

All phone numbers provided to patrons are toll-free and all Customer Service Representatives follow a script to keep them on point. All inbound and outbound customer service calls are digitally recorded and can be provided individually upon request.

Data Ticket provides a toll-free, bi-lingual Interactive Real-time Voice Response system for all inquiries. The IVR provides general citation information, specific citation information and allows for payments to be made via credit or debit card, 24/7.

Database Backup & Off-Site Security

Data Ticket owns operates and updates all our hardware and software on-site in Newport Beach, California. We do not outsource any part of our infrastructure. Data Ticket maintains our parking citation management system database and physical system security in a manner that provides complete confidentiality and protection from unwanted access. Data Ticket performs automated backups daily and removes all backups to an offsite location. Our complete disaster recovery plan will be provided upon request.

The website is housed on a secure Windows 2008 server with the following security precautions:

- The server is behind the Cisco firewall
- Integrated security is employed between the IIS and SQL servers
- All passwords are encrypted
- Several pages on the website are encrypted using a strong, 128-bit encryption scheme from VeriSign services
- Nightly backups are made in the event of a hacker accessing the web server and all backup are taken off-site daily
- Data is not kept on the web server and hacking into the data server is virtually impossible. We have had NO issues in 24 years of service!

C.3 Experience with Transition Plans

Data Ticket has been in business for 24 years and we have seen a many vendors and many Agencies perform the similar functions in a variety of manners. On the following pages, we have provided the City with an overview of some of the key transition points that we perceive as being critical to a successful transition and partnership between Data Ticket and the City of Palm Springs.

Client Setup

Data Ticket will work directly with the City's appointed contact to review an Implementation Checklist. This Checklist provides all the details of the information required to set up the City on our Citation Processing System. The checklist includes items required of the City such as: bail schedule, penalty assignment, notice timing, NSF and chargeback fees, Officer badge number, locations, and other items. Our project manager will work directly with the City to ensure these items are delivered electronically, so that the setup runs smoothly.

Conversion

Converting the City's existing data from the City's current vendor to Data Ticket is paramount to the success of the implementation. Upon award of the contract, a letter is typically sent by the City to the existing vendor to notify them of termination of the contract and to request the City's data be provided to the new vendor within 30 days. Data Ticket has examples of such letters and will provide them to the City upon request.

Data Ticket has several full time programmers whose sole responsibility it is to convert new clients' data into the Citation Processing System. These individuals have a comprehensive understanding of the systems from which we receive data and how it will be converted into our system. Upon receipt of the data, we will analyze it and we will contact the City's prior vendor directly to answer any questions we may have. After loading the data into a test database, we will review the data to ensure all fields in the database have been properly populated. In addition, we may request that the City review some citation records to verify the data has been converted completely. After the test data has been reviewed and approved, we will convert the data into our live database and it will be eligible for processing.

Parc Code Assignment

Upon successful award of the contract, Data Ticket will prepare documentation to be sent by the City to California DMV. This paperwork will be signed by the City and sent to CA DMV so that they can assign the City's parc code to Data Ticket. The parc code allows Data Ticket to send Registration Holds and Registration Releases, request Registered Owner Information and receive monthly DMV information regarding payments and successful holds and releases. Generally within 45 days of receipt, CA DMV will re-assign the parc code and Data Ticket will be authorized to process the City's parking citations with CA DMV.

Training

Our Project Manager and the City of Palm Springs will meet to define the logistics required of the training to be performed. Specifically, we will identify the number of individuals who will require training, the types or groups of individuals who will require training and the type of training required. For example, Finance may require training on a subset of the reports offered while the Officers may require training on a different subset of the reports offered. In addition to the types of training offered, we will work with the City to determine which type(s) of training are required: (i.e. in-person, Internet, user manual or specialized).

Once the initial training plan is mapped, we will begin to execute the training sessions. At the conclusion of each training session, we will perform a review of the training to determine, with the City, what additional training is required and how best to execute that training. It should be noted that Data Ticket's system is very intuitive, relational and user-friendly and does not rely on "codes", but rather words and definitive descriptions.

1st Month Re-cap, 6th Month Re-cap

At the conclusion of the first month of activity, Data Ticket's Project Manager will meet with the City to review how the month progressed, identify issues and successes and determine action items for moving forward. During this re-cap, our Project Manager will ask our Accounting Department to review the first month's invoice with the appropriate individuals at the City and also review the details behind the invoice to ensure we are performing in accordance with the contract. Finally, during this re-cap our Project Manager will review the online reports to ensure the City fully understands each report.

During the 6 Month re-cap, the Project Manager will meet with the City to discuss progress, issues, successes, items that need to change and items that are working well.

Handheld Units

Our Project Manager will work with the City to manage the implementation of the handheld units, the ordering of new ticket stock and the training for the new handheld units. The implementation of the handheld units will be performed based on when the City's issuing officers and other individuals who may participate in the training, are available. Because the handheld software is our own, we frequently update the software and provide those updates remotely so that our clients are always working with the most recent software we offer.

In addition to the functions mentioned above, Data Ticket will rely on the City for its involvement in several key decision points and for its ability to support the implementation of the Citation Processing System.

Introductions / Key Contacts

Data Ticket will rely on the City to identify key individuals with whom Data Ticket will work to ensure a smooth transition from the City's current vendor to Data Ticket. Specifically, we will rely on the City to perform the following introductions:

- Accounting or Finance Contacts for the purposes of reviewing invoices and online financial reporting
- Officer Contacts for the purposes of reviewing the handheld processes and online operational reports
- Management Contacts for the purposes of reviewing the online reporting capabilities, processes and procedures. This contact is often the contact with which we will discuss customer service processes and/or adjudication processes.
- Adjudication Contacts for the purposes of reviewing the adjudication processes and online reporting

Any of these contacts may be combined into fewer roles and there may be additional involvement from other contacts that require training and/or other involvement.

Support of the Implementation

Data Ticket will rely on the City's staff to support the implementation in a number of ways:

- Send a letter to the City's prior vendor requesting a conversion file be sent to Data Ticket
- Sign and forward DMV documentation prepared by Data Ticket to CA DMV requesting the re-assignment of the City's parc code to Data Ticket
- Supply the following data electronically to Data Ticket:
 - Bail Schedule
 - Penalty amounts and time at which penalties will apply
 - Officer/badge List
 - Location List
 - Copy of Manually written citation
- Provide guidelines on how our Customer Service and/or Adjudication Departments will handle the following:
 - Daily phone calls
 - Handicap Citations
 - Fix-It Citations
 - Request for Indigence Forms
 - Grace periods requests
 - Payment Plan requests
 - Other, as determined by the City
- Review all correspondence to be sent on behalf of the City
- Review electronic parking citation forms

Support of the Training

Data Ticket will rely on the City's staff to support the training efforts in a number of ways:

- Aid the Data Ticket Project Manager in defining the number of and types of training sessions to be executed
- Aid the Data Ticket Project Manager in defining the individuals for whom training will be performed
- Aid in the execution of the training
- Provide space and staff availability for the training
- Provide feedback on each training session

C.4 Support Services, Installation and Training Program, Testing and Implementation Schedule

Support Services

Data Ticket provides an in-house Operations Department whose sole responsibility it is to process all requests from our Clients. These requests include, but are not limited to: entering payments received at the City, processing adjustments, voids and dismissals and processing all other requests. Our Operations Department is also responsible for communicating any DMV changes to our clients, including access to various DMVs and renewal forms for DMVs.

Data Ticket's executive staff will keep the City up to date on all Federal, State and local legislation changes related to the parking industry and Data Ticket will be happy to attend all City Meetings when requested, at no expense to the City.

Data Ticket's normal business hours are Monday – Friday, 8am – 5pm, Pacific Time. In addition, we have staff members on site at 7am Monday – Friday and we provide our Clients with email addresses and phone numbers of key individuals for after-hour inquiries.

All of Data Ticket's primary and support services are provided in-house, including our website, handheld ticket writers, data entry, adjudication services and all mailings with the exception of the 5 notices and disposition letters which are sent to a mailing house for printing and mailing on a daily basis.

Data Ticket's technical support is available Monday – Friday, 7am – 5pm, Pacific. All technical support is handled in-house. We do not outsource any technical support. In addition to our regular support hours, we also provide off-hour support by providing a cell number to clients who require additional technical support. This off-hour support is provided at no additional cost to the City.

User manuals are provided both online and in print to our Clients. This user manual is updated on a regular basis to ensure the manual reflects the enhancements provided to our Clients.

At fiscal year end, Data Ticket will provide a report to the City per CVC 40200.3(b), detailing the number of cases processed and all financial transactions related to the City's parking citations and all other details required by the City.

Installation and Training Program

As discussed, Data Ticket's Solution is 100% web-based. There is nothing to install at the City's location in order to use the Citation Management Solution.

If the City is going to transmit citations utilizing a docking station, a software application will need to be loaded on any computer from which the City will transmit electronically written citations. This installation will occur at the time of training.

Data Ticket's Solution is user friendly. Training will be provided on-site at the City's location. Prior to training, printed user-manuals will be provided that detail each capability of the system. This user manual is also available online should the City require additional copies at a later time. In addition to the user manuals, each webpage provides a FAQ at the bottom of the page and each section of the web provides question marks that when clicked on provide details regarding what information is displayed.

In addition to the upfront user training that will be provided on-site at the City's location, the City will receive as much on-going training as it requires. This training will be provided on-site at the City's location, via web conferencing, via telephone or via email. Palm Springs is a very easy drive which makes it possible to visit the City often. Below, Data Ticket has provided an idea of the training curriculum we recommend the City take advantage of to best use the system. Of course, any of these sessions can be combined or modified in a manner that best suits the City. There is no additional cost to the City!

Training Group	Type of Training	Duration	Format
General	Overview of: Website usage for citation processing Website usage for permit processing Noticing timeline review Penalty timeline review Handicap citation review Fix-It Ticket review Payment acceptance Receipt generation Keying of manual citations Processes for DMV, cite updates, and ownership changes* Payment Plan processes NSF processes Credit card acceptance Delinquent processing DMV registration holds / releases Comments / history Other as defined by the City	~ 2 hours	In Person
Enforcement	Overview of: Usage of the handheld units Usage of the scofflaw reports Usage of the permit reports Chalking capabilities Report generation Usage of meter messages Transfer of files Website usage for permit processing	~ 3 hours	In Person

Training Group	Type of Training	Duration	Format
Supervisors	Overview of: Website usage for citation processing Website usage for permit processing Noticing timeline review Penalty timeline review Handicap citation review Fix-It Ticket review Payment acceptance Receipt generation Keying of manual citations Processes for DMV, cite updates, and ownership changes* Payment Plan processes NSF processes Credit card acceptance Delinquent processing Reduction of fees Voids / Dismissal of citations Partial payment acceptance Refund processing Daily accounting reconciliation Comments / history Report generation	~ 2 hours	In Person
Adjudication*	Overview of: Website usage for citation processing Website usage for permit processing Noticing / Penalty timeline review Handicap citation review Fix-It Ticket review Adjudication system review Report generation Generation of judgment Generation of disposition letters Hearing Scheduling	~ 2 hours	In Person

*As the City will be performing Administrative Reviews and Scheduling Hearings, this training will be focused on those areas.

**Please note some of these processes may be handled by Data Ticket; however, we will review the processes with the City's staff to ensure familiarity with the process

All suggested training will adjusted based on the number of individuals who will be trained in each session. For example, it may make sense to have the Enforcement Officers divided into smaller groups. The above plan is meant to provide the City with a high-level understanding of the types of training to be provided. Should the City require additional training, Data Ticket will be happy to provide that.

Implementation Schedule

Data Ticket, Inc. 4600 Campus Drive, Suite 200 Newport Beach, CA 92660				Timeline						
ID	Task Name	Start	Finish	12/1	12/8	12/15	12/22	12/29	1/5	1/12
1	City Approve Contract	Mon 12/2/13	Mon 12/2/13							
2	Implementation Plan for City Parking	Tue 12/3/13	Wed 1/2/14							
3	Implementation Kickoff Meeting	Tue 12/3/13	Tue 12/3/13							
4	Perform Introductions	Tue 12/3/13	Tue 12/3/13							
5	Review Scope of Services	Tue 12/3/13	Tue 12/3/13							
6	Review & Agree on Implementation Plan	Tue 12/3/13	Tue 12/3/13							
7	Review Parc Code Documentation	Tue 12/3/13	Tue 12/3/13							
8	Review & Seal Letter of Transmittal to existing Vendor	Tue 12/3/13	Tue 12/3/13							
9	Review Implementation Needs	Tue 12/3/13	Tue 12/3/13							
10	Review Existing Ticket Layout & Working	Tue 12/3/13	Tue 12/3/13							
11	Discuss Training Schedule and Staff Member Involvement	Tue 12/3/13	Tue 12/3/13							
12	Agree to Day 1 Go Live Date	Tue 12/3/13	Tue 12/3/13							
13	DMV Parc Code Assignment	Wed 12/4/13	Wed 1/2/14							
14	Send DMV Documentation to DMV	Wed 12/4/13	Wed 12/4/13							
15	Receive confirmation and Parc Code from DMV	Thu 12/5/13	Wed 1/2/14							
16	Implementation Documentation	Wed 12/4/13	Tue 12/10/13							
17	Customize Entry Setup	Wed 12/4/13	Tue 12/10/13							
18	Obtain Electronic Copy of Ball Schedule	Wed 12/4/13	Tue 12/10/13							
19	Obtain Electronic Copy of Penalty Structure	Wed 12/4/13	Tue 12/10/13							
20	Obtain Electronic List of Officers	Wed 12/4/13	Tue 12/10/13							
21	Customize Pre-Sal Comments for adjudication	Wed 12/4/13	Tue 12/10/13							
22	City of Palm Springs Setup	Wed 12/4/13	Wed 12/11/13							
23	Perform client setup	Wed 12/11/13	Wed 12/11/13							
24	Load Ball Schedule	Wed 12/11/13	Wed 12/11/13							
25	Load Penalty Structure	Wed 12/11/13	Wed 12/11/13							
26	Load Notice Timing	Wed 12/11/13	Wed 12/11/13							
27	Load RFP / Citations Fees	Wed 12/11/13	Wed 12/11/13							
28	Load Officer Badge Numbers	Wed 12/11/13	Wed 12/11/13							
29	Load Locations	Wed 12/11/13	Wed 12/11/13							
30	Load Billing Rules	Wed 12/11/13	Wed 12/11/13							
31	City of Palm Springs Staff Access	Wed 12/4/13	Wed 12/11/13							
32	Identify Users and access levels for Web Access	Wed 12/4/13	Tue 12/10/13							
33	Provide usernames and passwords	Wed 12/11/13	Wed 12/11/13							
34	Data Conversion Export	Thu 12/14	Tue 1/6/14							
35	Receive Conversion Files & Data Dictionary	Thu 12/14	Tue 1/6/14							
36	Ask / Receive answers to questions regarding data	Fri 1/3/14	Fri 1/3/14							
37	Load data into Test Environment	Mon 1/6/14	Tue 1/7/14							

Implementation Schedule

Data Ticket, Inc. 4600 Campus Drive, Suite 200 Newport Beach, CA 92660				December		January				
ID	Task Name	Start	Finish	12/1	12/8	12/15	12/22	12/29	1/5	1/12
1	City Awards Contract	Mon 12/03/14	Mon 12/03/14							
2	Implementation Plan for City Parking	Tue 12/09/14	Wed 12/09/14							
3	Implementation Kickoff Meeting	Tue 12/09/14	Tue 12/09/14							
4	Perform Installation	Tue 12/09/14	Tue 12/09/14							
5	Review Scope of Services	Wed 12/10/14	Tue 12/09/14							
6	Review & Agree on Implementation Plan	Tue 12/09/14	Tue 12/09/14							
7	Review Pure Code Documentation	Tue 12/09/14	Tue 12/09/14							
8	Review & Send Letter of Transmittal to existing Vendor	Tue 12/09/14	Tue 12/09/14							
9	Review Implementation Needs	Tue 12/09/14	Tue 12/09/14							
10	Review Existing Ticket Layout & Working	Tue 12/09/14	Tue 12/09/14							
11	Discuss Training Schedule and Staff Member Involvement	Tue 12/09/14	Tue 12/09/14							
12	Agree to City T to Use Data	Tue 12/09/14	Tue 12/09/14							
13	City Pure Code Assignment	Wed 12/09/14	Wed 12/09/14							
14	Send DMV Documentation to DMV	Wed 12/09/14	Wed 12/09/14							
15	Receive confirmation and Pure Code from DMV	Wed 12/09/14	Wed 12/09/14							
16	Implementation Documentation	Wed 12/09/14	Tue 12/09/14							
17	Confirm Email Setup	Wed 12/09/14	Tue 12/09/14							
18	Obtain Electronic Copy of DMV Schedule	Wed 12/09/14	Tue 12/09/14							
19	Obtain Electronic Copy of Penalty Schedule	Wed 12/09/14	Tue 12/09/14							
20	Obtain Electronic List of Officers	Wed 12/09/14	Tue 12/09/14							
21	Obtain Fax-Not Contacts for Jurisdiction	Wed 12/09/14	Tue 12/09/14							
22	City of Palm Springs Setup	Wed 12/09/14	Wed 12/15/14							
23	Perform email setup	Wed 12/10/14	Wed 12/15/14							
24	Load Mail Schedule	Wed 12/10/14	Wed 12/15/14							
25	Load Penalty Schedule	Wed 12/10/14	Wed 12/15/14							
26	Load Notice Writing	Wed 12/10/14	Wed 12/15/14							
27	Load NSF / Checkbank Fees	Wed 12/10/14	Wed 12/15/14							
28	Load Camera Image Numbers	Wed 12/10/14	Wed 12/15/14							
29	Load Locations	Wed 12/10/14	Wed 12/15/14							
30	Load Billing Rates	Wed 12/10/14	Wed 12/15/14							
31	City of Palm Springs Staff Access	Wed 12/09/14	Wed 12/15/14							
32	Monitor Users and access levels for Web Access	Wed 12/09/14	Wed 12/15/14							
33	Provide usernames and passwords	Wed 12/10/14	Wed 12/15/14							
34	Data Conversion Email	Tue 12/09/14	Tue 12/09/14							
35	Receive Conversion Plan & Data Dictionary	Tue 12/09/14	Tue 12/09/14							
36	Ask / Receive answers to questions regarding data	Fri 12/05/14	Fri 12/05/14							
37	Load Data into Web Environment	Mon 12/01/14	Fri 12/05/14							

SECTION D: LOCAL PREFERENCE

D.1 Local Preference Statement

Data Ticket is not requesting Local Preference at this time.

D.2 Team Members with Local Expertise

While Data Ticket's Staff has extensive experience working Agencies within the Coachella Valley, Data Ticket is not based in the Coachella Valley.

CITY OF PALM SPRINGS

**REQUEST FOR PROPOSALS
#05-14**

PARKING CITATION MANAGEMENT SERVICES

**3:00 P.M.
September 5, 2013**

**COST PROPOSAL
COPY**

Submitted by:



**Data Ticket, Inc.
4600 Campus Drive, Suite 200
Newport Beach, CA 92660
Phone: (949) 752-6937
Fax: (949) 752-6972**

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SECTION E: COST PROPOSAL

Cost Introduction
E-1 Attachment C
Cost Explanation

COST INTRODUCTION

Data Ticket is acutely aware of the current economic environment and has always and will continue to strive to partner with our Clients to provide competitive prices with the highest level of service. We firmly believe the level of service provided by Data Ticket will far exceed the City's current level of service, as well as any other vendors' service. Data Ticket will be the single source responsible for processing and collecting the City's parking citations and guarantees that the partnership between the City and Data Ticket will be held in the highest regard.

Data Ticket understands often times Clients are hesitant to change vendors. Further, in an effort to persuade Clients not to leave, vendors often speak of the trouble with converting data from one system to another and how much easier it is to simply stay with the existing vendor. The truth is that the only responsibility the City will have is to send a letter to the existing vendor requesting the data be sent to the new vendor.

Data Ticket takes responsibility for all other tasks related to a conversion of data and we have never missed a conversion timeline. Data Ticket has an in-house programming department that specializes in conversion of data from other systems to ours. We assure the City that the conversion effort will take place seamlessly with no disruption to the City's normal processing.

On the following pages, we have provided the City's RFP Form for Data Ticket's Cost Proposal. In addition, we felt there were several items that required clarification so that the City completely and accurately understands the services and value we offer. We have provided these points of clarification on the Cost Explanation pages.

Finally, Data Ticket is the City of Palm Springs' current Administrative Citation Processing and Collections vendor. The City currently pays \$22.00 per citation for Administrative Citation Processing. In addition, the City currently participates in California's Franchise Tax Board Interagency Intercept Program for its Administrative Citations. The current rate the City pays for the Acquisition of Social Security Numbers is \$5.00. Should the City elect to utilize our Parking Services via this RFP, Data Ticket will reduce the current \$22.00 administrative citation processing rate to \$19.00 per citation and reduce the current \$5.00 SSN acquisition rate to \$3.00. These cost reductions will result in an annual savings of approximately \$500.00 for Administrative Citation Processing.

***SECOND REVISED* (as per Addenda #2)
ATTACHMENT "C"**

***THIS FORM MUST BE COMPLETED AND SUBMITTED IN A SEPERATELY
SEALED ENVELOPE#2 "Cost Proposal", NOT with Envelope #1, Technical/Work
Proposal*)**

**REQUEST FOR PROPOSAL (RFP #05-14)
PARKING CITATION MANAGEMENT SERVICES**

COST PROPOSAL

Responding to Request for Proposal No. 05-14 for Parking Citation Management Services, I/WE will accept as full payment the following specified itemized Unit Costs based on actual services provided for providing all labor, supervision, services, materials, equipment, software, technology systems/equipment, supplies, training, and any other miscellaneous items required to perform the FULL SERVICE Parking Citation Management Services. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver the Parking Citation Management Services as defined in the Scope of Work herein. Note that the Annual Units are ESTIMATES only and subject to change.

Invoices shall be submitted to the City on a Monthly Basis for actual services rendered, not in advance or anticipation of services "to be rendered", and are payable by the City within 30 days.

Unit Costs below are Per Citation ISSUED (if applicable*). If a Unit Cost or "fee" is Not Applicable, indicate "N/A"; if a Unit Cost or "fee" is "No Charge", indicate "N/C" in the space provided.

SERVICE DESCRIPTION:	UNIT COST	(x) Annual Units or \$	(=) Estimated* Annual Total Cost
Manually <u>Issued</u> Parking Citations	\$ 0.75	600	\$ 450.00
Electronically <u>Issued</u> Parking Citations	\$ 0.65	2900	\$ 1885.00
All Notices & Letters (<i>not including postage</i>)	\$ 0.25	1600	\$ 400.00
Administrative Review Responses	\$ 1.25	170	\$ 212.50
Hand Processing	\$ 0.00	320	\$ 0.00
NSF Checking Processing (<i>charged to citizen</i>)	\$ 0.00	n/a	\$ n/a
Credit Card Convenience Fee (<i>charged to citizen</i>)	\$ 3.50	n/a	\$ n/a
Out-of-State Collections Processing (<i>this % is for citations PAID, not "issued".</i>)	30 %	\$10,000	\$ 3000.00
Monthly Rental or Lease Fee for ALL Citation Technology Equipment & Software (<i>including any Internet Access charges, maintenance, license, subscription or any other fees</i>)	\$ 100.00 per unit	12 months	\$ 1200.00

SERVICE DESCRIPTION:	UNIT COST	(x) Annual Units	(=) Estimated* Annual Total Cost
<i>Any Additional Fees or Costs not defined above please describe and enter in the lines provided below:</i>			
Delinquent Collections	\$ 26%	Delinquent cites pd	\$
FTB SSN Acquisition	\$ 3.00	RO's sent to FTB	\$
FTB Collections	\$ 15%	Cites Pd at FTB	\$
(Estimated*) Grand Total Annual Cost:			\$ 7147.50

Postage for Correspondence: As we are unable to predict the actual cost of postage or amount of correspondence, if your firm intends to charge the City for actual Postage expenses please provide if your firm passes the cost onto the City as the actual cost incurred, or if your firm applies a mark-up% to the actual cost incurred before invoicing the City: *(the City reserves the right to audit contractor's Postage invoices upon request)*

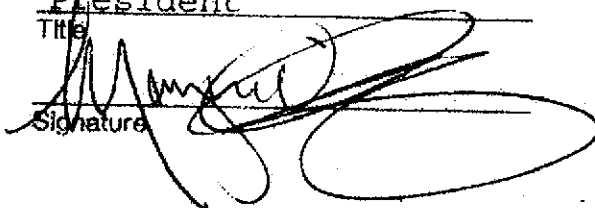
Actual Cost Incurred (no mark-up): X
(or)
Actual Cost Incurred + mark-up: %

Cost Proposal Submitted by:

Data Ticket, Inc.
Company/Firm

Marjorie A. Fleming
Name of Authorized Representative

President
Title


Signature

COST EXPLANATION

Below, Data Ticket has provided a detailed explanation of the services we have proposed using the City's RFP Cost Form.

Service	Description	Cost
Manually Issued Parking Citations		\$0.75
<p>Citations may be received via email, fax, or US Mail. Data Ticket's on-site Data Entry Department will double-blind enter each citation received and, upon completion, our Quality Assurance Team will update each citation to the system. Manually received citations will be keyed and in the system within 24-48 hours or receipt. All manually written citations are scanned into our network and available for printing / re-printing as long as the City is a Client.</p>		
Electronically Issued Parking Citations		\$0.65
<p>Citations received electronically will be confirmed with an email response from our Operations Department. Citations issued with pictures will be updated to the System such that the pictures are available for the City to view and if the City chooses, the City's Patrons may view them as well. Citations transmitted via a docked solution can be transmitted 24/7 and will immediately be available for viewing on the website.</p>		
All Notices & Letters (<i>not including postage</i>)		\$0.35
1st Courtesy Notice	<p>Data Ticket will send a 1st Courtesy Notice to individuals for whom we obtain a registered owner and who have not paid at the time this notice is to be sent. The notice is a semi-custom notice that is printed on an 8 ½ x 11" piece of paper and provided in a window envelope. In addition, a second window envelope is included in which the recipient may mail their payment and/or appeal. All 1st Courtesy Notices are mailed via First Class mail and postage is included in the cost per notice.</p>	
2-4 Delinquent Notices	<p>Data Ticket does NOT Charge for Delinquent Notices. Data Ticket typically sends 2-4 Delinquent Notices for citations that remain unpaid. To understand more about this process, please see the Delinquent Collections section below.</p>	
Other Letters	<p>Data Ticket will send additional letters as required such as NSF Letters; however, we find that there is relatively little need for additional letters outside the normal Courtesy Notice and Delinquent Notices.</p>	

Service	Description	Cost
Administrative Review Responses (<i>including postage</i>)	<p>Data Ticket understands the City performs its own 1st Level Administrative Reviews and that Data Ticket will be required to mail all Administrative Review Responses on behalf of the City. Mailings will occur daily, Monday – Friday. All Administrative Review Responses will be generated on 8 ½" x 11" pieces of paper. Each response will be placed in a window envelope and mailed via First Class Mail to the Appellant.</p> <p>Our Adjudication System is 100% online and if fully integrated with our Citation Management Solution. Administrative Review requests may be accepted via US Mail at Data Ticket, via US Mail at the City, in person at the City or via the Internet. Review requests received online will have the complete reason for request and any attached images provided by the Appellant online. City Staff can simply view the information online and perform the Review online.</p> <p>Likewise, Review Requests received via US Mail at Data Ticket will be placed on hold, supporting documentation will be scanned into the online system and City Staff will perform the Review online.</p> <p>THIS COST IS INCLUSIVE OF 1ST CLASS POSTAGE</p>	\$1.25
Hand Processing	Data Ticket does not charge for Hand Processing	\$0.00
NSF Checking Processing (<i>charged to citizen</i>)	Data Ticket does not charge an NSF Fee to the Citizen	\$0.00
Credit Card Convenience Fee (<i>charged to citizen</i>)	<p>Data Ticket is PCI Compliant and provides for the ability to pay via VISA, MasterCard, Discover and American Express on our website, www.CitationProcessingCenter.com, via our toll-free, bi-lingual Customer Service Representatives and via our toll-free, bi-lingual IVR Solution. All credit / debit card processing is performed real-time. There is no charge to the City for credit / debit card processing; however, the Patron is charged \$3.50 per transaction. This means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee.</p>	\$3.50
Out-of-State Collections Processing	<p>Data Ticket has clients nationwide and as such provides access to out of state DMVs, BMVs, and DOLs. In addition, we are a recognized Strategic Partner with NLETs to access registered owner information nationwide through the NLETs service. Access to this system requires the use of the City's ORI for identification/audit purposes only. Data Ticket will utilize its own ORI for actually acquiring the out of state data. Access to out of state registered owner information via NLETs is performed daily via a real-time service.</p> <p>If the City does not allow use of the ORI for identification purposes only, the City will have access to the out of state registered owner information utilizing direct access to the States as well as access to a third party provider.</p>	30% of collections

Service	Description	Cost
Monthly Rental or Lease Fee for ALL Citation Technology Equipment & Software		\$100.00/Unit
Casio IT9000	New, never used Casio IT9000 handheld ticket writers will be supplied to the City of Palm Springs upon inception of the contract. This period will last for the initial 5 years of the contract. At the conclusion of the 5 years, the City may continue using the handheld units at no cost.	
Citation Enforcement Software	Data Ticket's proprietary citation enforcement software will be provided to the City on each handheld ticket writer. Regular updates will be provided to the Handheld as software changes so the City is never on an out-dated or unsupported version of the software. The handheld software will be fully capable of receiving and storing a daily scofflaw file, a progressive bail schedule, custom street locations, custom bail schedule and sort order, custom comments and sort order and a login for each require Officers. As Officers, change, those changes will be made accordingly.	
Monthly Maintenance	The Monthly Maintenance includes all hardware maintenance and complete repair and/or replacement of any unit in the event the unit is dropped, run over, lost or otherwise impaired. Complete repair or replacement will occur within 48 hours of notification and receipt of the unit. In the event the unit must be completely replaced, the unit will be replaced with a new or like-new unit within 48 hours.	
Delinquent Collections – Total Percentage per collected citation		26% of collections
<p>Data Ticket has been performing Delinquent Collections for our Clients for over 24 years. We firmly believe the City's current collections will increase with the use of our Delinquent Collections. In addition, because there is no out of pocket expense associated with Delinquent Collections, it is economical and advantageous for the City.</p> <p>Citations typically roll to a Delinquent Status 90 days after issuance. At that point, Data Ticket sends up to three additional notices to the registered owner or responsible party. In addition, all customer services calls are handled by Data Ticket. In the even the City wishes to close, reduce or dismiss a citation, it may do so at anytime.</p> <p>This fee is not combined Out of State Collections, FTB Collections or Credit Reporting Collections. This means if a citation is Delinquent and it is paid, the City will owe 26% of the paid amount only.</p>		

Service	Description	Cost
	<p>FTB Collections – Total Percentage per collected citation - OPTIONAL</p>	<p>\$3.00 per SSN Acquisition 15% of collections</p>
<p>Data Ticket has been performing Franchise Tax Board related services for the past 10 years. We provide this service annually, according to California Franchise Tax Board guidelines.</p> <p>Citations that are eligible for FTB are sent a FTB approved letter telling the individual about the program, providing citation level data and providing a phone number, web address and address for inquiry and payment. There is no charge for this letter.</p> <p>As debts are eligible, Data Ticket combines those debts and obtains a SSN. Upon successful receipt of a SSN, the debt is placed at FTB on a weekly basis. As new citations become eligible throughout the year, they are placed at FTB. As debts are paid in full, partially paid or the disposition changes, the debts are updated at FTB weekly to ensure an accurate accounting is made.</p> <p>Data Ticket also pays for the City's cost to participate in the FTB program. Annually, FTB will send an invoice to the City for the number of debts placed at FTB. The City will simply provide this invoice to Data Ticket and Data Ticket will pay it in full.</p> <p>If Data Ticket does not collect on a citation that is at FTB, no fee is assessed.</p>		
	<p>Credit Reporting Collections – Total Percentage per collected citation - OPTIONAL</p>	<p>30%</p>
<p>Data Ticket partners with a small, family-owned business in LA that performs Credit Reporting Services. They have been in business for over 40 years and their attorney is the lead attorney for California Association of Collectors. This service, like many of our services, is optional.</p> <p>The advantage to working with our particular credit reporting agency is that debts may be recalled by the City at anytime and for any reason without a charge being incurred. In addition, we interface weekly with the credit reporting agency so that our system is the system of record for all citation level data. All phone calls, notices and customer correspondence, including payments, NSF's, charge-backs and other data is captured in our system for City Staff to view.</p> <p>If Data Ticket does not collect on a citation that is reported for advances credit reporting collections, no fee is assessed.</p>		
<p>SERVICES FOR WHICH THERE ARE NO CHARGES</p>		
<p>Manual Payment Processing</p>	<p>Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach. A bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office. There, our on-site Mail Department opens sorts and batches the payments before providing them to our on-site Data Entry Department. After double blind entry of each payment, the citations are updated by our Quality Assurance team. Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank.</p>	
<p>CA Registered Owner Information</p>	<p>Data Ticket requests registered owner information from CA DMV daily, Monday – Friday. Data Ticket does not wait for any period of time to obtain this information.</p>	

SERVICES FOR WHICH THERE ARE NO CHARGES

CA DMV Holds and Releases	CA DMV Holds and releases are placed on a daily basis, Monday – Friday and are time and event driven such that when a citation is eligible to have a hold or release placed it is performed without manual intervention.
IVR Usage	Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers. The IVR provides real-time information to the caller regarding current status, including the amount due. The IVR accepts VISA, MasterCard, Discover and American Express.
Live, Bi-Lingual Customer Service	Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix it tickets, sign-offs, FTB, credit reporting collections and more. All calls are recorded to quality assurance and recordings can be sent to the City at anytime for review.
Web Presence	Data Ticket's Solution is 100% web-based and is provided at www.CitationProcessingCenter.com . This is a generic website in the sense that it is not City branded. This website allows for the City and the City's Patrons to access citations online. If the City prefers to have a City branded website, one in which the look and feel mimics that of the City's website, Data Ticket can and will provide this feature to the City.
Online Access to the System / Data for City Patrons	The City's patrons will have the ability to perform the following functions online: <ul style="list-style-type: none"> • View real-time citation(s) data • Pay for a single or many citation(s) • Request a 1st Level Administrative Review and attach up to three documents supporting their position • Request a 2nd Level Administrative Hearing Request and attach up to three documents supporting their position • Print a receipt • View pictures of the citation taken by the issuing officer (if the City allows)

Service	Description
<p>Online Access to the System / Data for City Staff</p>	<p>Access to the City's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.</p> <p>Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the username is displayed next to every transaction in the system, indicating who performed the transaction and when.</p> <p>Dependent on the access rights provided to each City Staff member, the following capabilities are available:</p> <ul style="list-style-type: none"> • View real-time citation(s) data, including pictures taken by the Issuing Officer • Accept payment via VISA, MasterCard, Discover & American Express credit / debit cards • Accept payment via Cash, Check or Money Order • Process NSF's and Refunds • Reduce violation amounts, dismiss citations, void citations and place a citation on hold • Perform Administrative Reviews online by entering the disposition directly online • Generate a time expired or letter of non-responsibility for a citation in the adjudication process • View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online • Edit Appellant information • Upload disposition documents sent to the City via US Mail • Add a note to a citation • View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online <p>Print a receipt with or without registered owner information</p>
<p>Reporting</p>	<p>Data Ticket offers 23 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed or month-end reports that reflect the month-end view of data.</p> <p>All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the City is a Client.</p> <p>All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.</p> <p>If the City ever were to request a report that was not already available, Data Ticket would work with the City to design the report and provide it to the City at no cost.</p>

Service	Description
Training	<p>Data Ticket will provide full, on-site training to the City of Palm Springs' Parking Staff, Issuing Officers and other departments involved in the process. The on-site training will be provided for any timeframe required by the City</p> <p>In addition to the on-site training, training materials will be provided and are available on the web.</p> <p>On-going training will be provided in person, via web conferencing and via the phone as often as the City requires.</p>
Conversion	<p>Data Ticket does not ever charge for a conversion effort and we will convert as much data as the City requires.</p> <p>We have a full-time programmer whose sole responsibility it is to convert data from other vendors.</p>

ADDITIONAL OPTIONAL SERVICES

Service	Description	Cost
2nd Level Administrative Hearing Services	<p>Data Ticket understands the City utilizes its own Hearing Officer and will continue to do so. When we work with a Client that utilizes its own Hearing Officer, we are often responsible for scheduling the Hearings, sending the Hearing Schedule Letters to the Appellant and working with the Hearing Officer and the City to ensure a room is available and the appropriate files are prepared.</p> <p>Should the City permit, the City's Patrons will be able to request an Administrative Hearing online and attach supporting documentation. Data Ticket's solution supports the use of in person, written and over the phone hearings. Of course, if the City permits a subset of these types, we will limit the types available to the Appellants.</p> <p>All Hearing Schedule Letters and Hearing Disposition Letters are mailed via First Class Mail and all are provided on an 8 ½ x 11" printed paper, enclosed in a window envelope.</p>	\$1.25 per Letter
Additional Notices	The City may elect to send additional notices at anytime via First Class Mail as described for the 1 st Courtesy Notice and 2 nd notices.	\$1.00 per Letter

EXHIBIT "D"

SCHEDULE OF COMPENSATION

Note that the Annual Units are ESTIMATES only and subject to change.

Invoices shall be submitted to the City on a Monthly Basis for actual services rendered, not in advance or anticipation of services "to be rendered", and are payable by the City within 30 days.

Unit Costs below are Per Citation ISSUED (if applicable*). If a Unit Cost or "fee" is Not Applicable, "N/A" is indicated; if a Unit Cost or "fee" is "No Charge", "N/C" is indicated.

SERVICE DESCRIPTION:	UNIT COST	(x) Annual Units or \$	(=) Estimated* Annual Total Cost
Manually <u>Issued</u> Parking Citations	\$ 0.75	600	\$ 450.00
Electronically <u>Issued</u> Parking Citations	\$ 0.65	2900	\$ 1,885.00
<u>All Notices & Letters</u> (<i>not including postage*</i>)	\$ 0.25	1600	\$ 400.00
Administrative Review Responses	\$ 1.25	170	\$ 212.50
Hand Processing	\$ 0.00	320	\$ 0
NSF Checking Processing (<i>charged to citizen*</i>)	\$ 0.00	n/a	\$ n/a
Credit Card Convenience Fee (<i>charged to citizen*</i>)	\$ 3.50	n/a	\$ n/a
Out-of-State Collections Processing(<i>this % is for citations PAID, not "issued".</i>)	30 %	\$10,000	\$ 3,000.00
Monthly Rental/Lease Fee for ALL Citation Technology Equipment & Software(<i>including any Internet Access charges, maintenance, license, subscription or any other fees.</i>)	\$ 100.00 per month/per unit x FOR 2 UNITS*	12 months	\$ 2,400.00
SUB-TOTAL BASE COST PROPOSAL:			\$8,347.50
Additional Fees or Costs not defined above (SEE NOTES BELOW):			
Delinquent Collections	26%	\$6,649.50	\$1,728.87
FTB SSN Acquisition	\$ 3.00	282 RO's sent to FTB	\$ 846.00
FTB Collections	\$ 15%	\$15,515.50	\$2,237.32
GRAND TOTAL ANNUAL AMOUNT: Total Annual Cost:			\$13,159.69

NOTES on Additional Fees/Costs calculations and estimates:

Delinquent Collections – Average cost of a citation is \$35. Average # of Delinquent Citations paid is 403 (based on FY 11-12). A \$20 fee is added to a Delinquent Citation, bringing Citation cost to \$55. The City averages a delinquent citation collection rate of approximately 30%. Calculation is $403 \times \$55 = \$22,165 \times 30\% = \$6,649.50$. Contractor collects 26% of this amount, or \$1,728.87

FTB SSN Acquisition – Contractor will contact the Franchise Tax Board (FTB) for Social Security Numbers (SSN) on the remaining 70% of Delinquent Citations for a fee of \$3.00 per citation. $403 \times 70\% = 282 \times \$3 = \$846.00$

FTB Collections – Average cost of a citation is \$35. Average # of Delinquent Citations paid is 403 (based on FY 11-12). A \$20 fee is added to a Delinquent Citation, bringing Citation cost to \$55. The City averages a delinquent citation collection rate of approximately 30%, with remaining 70% of citations going to FTB. Calculation is $403 \times \$55 = \$22,165 \times 70\% = \$15,511.50$. Contractor collects 15% of this amount, or \$2,327.32

Postage for Correspondence: We are unable to predict the actual cost of postage or amount of correspondence during any year of the term of the contract. Contractor shall pass the cost of postage onto the City as the actual cost incurred with no mark-up. *(the City reserves the right to audit contractor's Postage invoices upon request)*. The Postage Costs will be in addition to the costs defined above in the Schedule of Compensation.

Actual Cost Incurred (no mark-up): X

(or)

Actual Cost Incurred + mark-up: n/a %

EXHIBIT "E"

SCHEDULE OF PERFORMANCE

The contract is an initial five (5) year term, with the option for the City to renew for up to two (2) additional terms of two (2) years each. Any renewal is at the sole discretion of the City Manager or his designee.

The performance of the Citation Management Services and the tasks more fully described in the Scope of Work as provided in Exhibit A shall be performed in accordance with the time schedules as provided for each applicable task. This includes the Implementation Schedule as provided in Exhibit C from the Contractor's Proposal and shall be adjusted based on the Notice to Proceed date.

Time is of the essence in the performance of the Citation Management Services and all tasks contained herein.