

CITY OF SANTA ROSA
CITY COUNCIL

TO: MAYOR AND CITY COUNCIL
SUBJECT: CONTRACT AWARD – PARKING CITATION PROCESSING
STAFF PRESENTER: KIM NADEAU, PARKING PROGRAMS COORDINATOR,
ECONOMIC DEVELOPMENT AND HOUSING
DEPARTMENT, AND JIM WRIGHT, PURCHASING AGENT,
FINANCE DEPARTMENT

AGENDA ACTION: RESOLUTION

ISSUE(S)

Shall the Council, by resolution, (1) authorize award of a three-year contract with a two-year extension option for parking citation processing and payment services to Turbo Data Systems, Inc., Tustin, CA, in an amount not to exceed \$225,000 for the three-year period; and (2) approve the elimination of 0.75 FTE Customer Service Representative (CSR) in the Finance Department, in Fiscal Year 2013/14?

BACKGROUND

1. On April 4, 2013, Request for Proposals (RFP) 13-12, solicited by the City of Santa Rosa for parking citation processing services, was opened by the Purchasing Agent.
2. The City currently performs parking citation processing in-house, including management of citation processing database software, receipt and processing of payments, DMV services, delinquent notices, customer service and the adjudication process.
3. The Economic Development and Housing (EDH), and Finance Departments share in and coordinate responsibility to process parking citations. EDH manages ticket issuance and adjudication, while Finance processes the citation information from the handheld ticketing devices, manages and performs data input, issues citation notification letters and handles revenue collection. Both Finance and EDH staff handle customer service calls.
4. This contract provides a fully integrated software, equipment and customer service solution for citation processing services including installation, testing, owner/user training, conversion of existing data, citation processing services, on-line appeals, telephone customer service, new handheld ticketing devices, and collection services.

ANALYSIS

1. The City currently uses two software programs in the citation process: (a) APS software which operates on the enforcement handheld ticketing device, used to issue a citation, from which data is uploaded at the end of each day to the citation processing software; and (b) AIMS software, which receives the APS data from the handheld devices and tracks accounts receivable, correspondence related to each citation, and the adjudication process. The annual license fees paid by the City for these software applications are approximately \$16,000.
2. The existing software and handheld devices are not fully integrated, and provide limited reporting capabilities. The Turbo Data Systems, Inc. (TDS) contract provides one integrated software product to administer the parking citation process, including citation issuance, accounts receivable and adjudication; 24-hour Interactive Voice Response (IVR) system; and customized reporting options.
3. Currently, Parking Enforcement Officers (PEOs) carry aging handheld ticketing devices, a separate printer, a cell phone, and a digital camera. The handheld device provided under this contract incorporates three features (handheld ticketing device, cell phone and digital camera) in one rugged, lightweight and waterproof device. Photographs taken by the handheld device are automatically linked to the citation in the database allowing for greater efficiency in the review and adjudication of contested citations. In addition, the communication capabilities of the proposed handheld devices provide for interface with pay-by-cell phone applications for individuals who prefer the convenience of paying with their cell phone rather than at a parking pay station or meter.
4. Citation processing services performed by a third party allow the City to take advantage of economies of scale and 25 years of experience that TDS has in this specialized industry, in addition to integrated software for the handheld ticket device and citation database. Specific benefits include:
 - Increased City staff efficiencies for adjudication review by eliminating time spent cross referencing photos to the citation issued.
 - Provision of a TDS customer service toll free telephone number (with 24/7 IVR) improves customer access for the public.
 - Greater feature capability of hand-held equipment including ability to issue and track warnings, access to real-time data, GPS, water-proof, and wireless connectivity to allow for pay-by-phone and parking meter integration.
 - Provision of a fully interactive web-based system that includes an on-line appeal and inquiry process providing customers with a convenient method to submit paperless appeals and significant reduction in staff time spent scanning mailed appeals.
 - Increased revenue recovery resulting from TDS's collections expertise, use of the Franchise Tax Board intercept program which currently is not

being used, and ability to access out of state registered owners addresses.

5. On October 18, 2012, in accordance with Meyers-Milias-Brown Act requirements, representatives from the City and Santa Rosa City Employees Association met and conferred on the impact of the City's proposal to contract out Parking Citation Processing and Collections and eliminate one CSR position in Fiscal Year 2013/14.
6. In anticipation of the position's elimination, the Revenue Division has maintained a vacant CSR position, with the work performed by a temporary employee. No permanent employee will be laid off as a result of this action.
7. The City will realize an approximate \$34,000 annual savings by contracting for parking citation processing. The contract cost for citation processing is estimated at \$72,000 per year, which is offset by the reduction of the 0.75 FTE Customer Service Representative position in the Finance Department, elimination of current software license fees, reduced postage, supply and credit card fees, and the anticipated additional revenue recovery as a result of TDS's more efficient processing, notification, online appeals and revenue collection procedures. A cost analysis is attached to this staff report.
8. Parking citation processing services is very specialized, and there are a limited number of qualified companies providing this product. On February 25, 2013, four companies on the City's bid list were notified electronically of the bid, and the RFP was also advertised on the City's website. Six proposals were received. All offers were considered responsive to the solicitation and are listed below:

Bidder	Location
*Turbo Data Systems	Tustin, CA
Data Ticket	Newport Beach, CA
Phoenix Group Information Systems	Santa Ana, CA
Inglewood Citation Management Services	Inglewood, CA
Complus Data Innovations, Inc	Tarrytown, NY
CiteZone.Com	Laguna Hills, CA

*Successful bidder; others in no apparent order.

9. A four-member evaluation panel, including the City's Parking Program Coordinator, Supervising Parking Enforcement Officer, Parking Citation Review Officer and Senior Customer Service Representative in Finance, carefully evaluated and scored the six proposals based on the selection criteria specified in the RFP, which is as follows:
 - Overall responsiveness and compliance to the RFP requirements. Proposals must be neat, complete, and fully address technical, cost, seller qualification, reference, and evaluation concerns. Willingness to accept the City's standard agreement and insurance requirements "as is".

- Understanding and capability of implementing services as described in Scope of Services.
 - Recent experience in conducting similar scope, complexity, and magnitude for other public agencies
 - Equipment performance, product reliability and history
 - Price
 - References
10. After review of proposals and conducting reference checks on all vendors, the evaluation panel identified the top two proposals. Those firms were invited to a half day demonstrations where each vendor was given the opportunity to demonstrate how their proposed system and services would meet the requirements of the City. The top scoring vendor was then selected to move forward with a best and final offer and for contract negotiations.
11. As a result of the thorough evaluation of proposals, verification of references and vendor demonstrations, Turbo Data Systems was determined to offer the best value to the City for the following reasons:
- Newest innovative technology and equipment that includes GPS, WiFi, General Packet Radio Source (GPRS), 4G technology, Bluetooth and is compact and lightweight.
 - A user friendly software system that is the most ADA compliant of all evaluated systems.
 - Demonstrated knowledge and past experience providing parking citation processing services to agencies similar to the City of Santa Rosa.
 - Highly knowledgeable and experienced staff dedicated to improving services.
 - Has access to National Law Enforcement Telecommunications System (NLETS), a high security database helpful in obtaining out-of-state information and provides more information on registered owners.
 - Very responsive to the requirements of the RFP, including a well-prepared and comprehensive proposal.
12. As part of contract negotiations, the vendor removed their original request to increase rates yearly according to the CPI, and has agreed to a three-year firm fixed price contract with a two-year contract extension option for parking citation processing services, with the ability to only increase postage to match postage rates if increased by the United States Postal Service. Funding for the contract is provided in the Fiscal Year 2013/14 budget request of the Economic Development and Housing Department, Parking Enforcement Fund Key account 110401.

RECOMMENDATION

It is recommended by the Economic Development and Housing, and Finance Departments that the Council, by resolution, (1) authorize award of a three-year contract with a two-year extension option for parking citation processing and payment services to Turbo Data Systems, Inc., Tustin, CA, in an amount not to exceed \$225,000 for the three-year period; and (2) approve the elimination of a 0.75 FTE Customer Service Representative position in the Finance Department, in Fiscal Year 2013/14.

Authors: Kim Nadeau x3464 and Jennifer Myles x3709

Attachments:

- Draft City Agreement
- Citation Processing Cost Analysis

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH TURBO DATA SYSTEMS, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2013 by and between the City of Santa Rosa, a municipal corporation ("City"), and Turbo Data Systems, Inc., a California Corporation, ("Contractor").

RECITALS

A. City desires to contract for parking citation processing services for Economic Development and Housing.

B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.

C. Contractor represents to City that it is fully qualified to conduct the services described above.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services") City of Santa Rosa RFP 13-12. Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The services described herein shall be provided for the period of July 1, 2013 through June 30, 2016. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's

obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$225,000. The Chief Financial Officer is authorized to pay all proper claims from Key Charge Number 110401-5321.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services at rates as identified in Exhibit B, Contractor's proposal and Best and Final offer.

b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c. below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with**

insurance requirements hereunder. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. Business Taxes. Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for three years, commencing on the date it is made above. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to two (2) additional one year terms or one two-year additional term.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been

made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or sub-contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence

of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS

Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any

subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their

persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

18. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax

purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City

Jim Wright
Purchasing Agent
631 First Street, 2nd Floor
Santa Rosa, California 95404
Phone: (707) 543-3706
Fax: (707) 543-3723

Turbo Data Systems, Inc.

Roberta Rosen
President
18302 Irvine Blvd, Suite 200
Tustin, CA 92780
Phone: (714) 368-4808
Fax: (714) 573-0101

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

DRAFT

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Turbo Data Systems, Inc.

TYPE OF BUSINESS ENTITY:

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: Scott Bartley

Title: Mayor

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Taxpayer I.D. No. _____

City of Santa Rosa Business Tax Cert. No.

_____ N/A _____

Office of the City Attorney

ATTEST:

City Clerk

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services RFP 13-12
- Exhibit B – Contractor’s Proposal and Best & Final Offer

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GENERAL SERVICES AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions, and that if canceled for non-payment, then ten (10) days notice shall be given.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,

- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CITATION PROCESSING COST ANALYSIS

REDUCED CITY EXPENDITURES:

	ONE YEAR	3 YEAR TOTAL
0.75 FTE Customer Service Rep.	\$62,334	\$187,000
Supplies/postage/fees	\$25,666	\$ 77,000
AIMS/APS software and repair	<u>\$18,200</u>	<u>\$ 54,600</u>
TOTAL	\$106,200	\$318,600

TURBODATA SYSTEMS (TDS) CONTRACT COSTS:

	ONE YEAR	3 YEAR CONTRACT TOTAL
Handhelds, including maintenance and connection fees	\$8,700	\$ 26,100
Citation paper and envelopes	\$3,375	\$ 10,125
Citation processing estimated cost	<u>\$60,000</u>	<u>\$180,000</u>
TOTAL	\$72,075	\$216,225

TOTAL ESTIMATED SAVINGS:	\$34,125	\$102,375
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ESTIMATED REVENUE INCREASE FROM TDS COLLECTIONS:

2009-2012: 12,823 Unpaid Tickets = \$1,456,919

10% collection rate = \$145,692 – 28% fee = \$104,898/4 years = \$ 26,225/year

ESTIMATED ANNUAL COST BENEFIT TO GENERAL FUND	
Additional Revenue	\$26,225
Reduced City Expenditure Costs	\$106,200
TDS Contract Cost	-\$72,075
TOTAL ESTIMATED COST BENEFIT	\$ 60,350