

**LOS RIOS
COMMUNITY COLLEGE DISTRICT**



REQUEST FOR PROPOSAL

17019

Parking Citations and Collection Services System

Due Date

April 19, 2017, 2:00 p.m.

Purchasing Department
1919 Spanos Court, Suite 200
Sacramento, CA 95825
(916) 568-3071

TABLE OF CONTENTS

SECTION I- REQUEST FOR PROPOSALS 3

SECTION II- INSTRUCTIONS TO PROPOSERS 5

SECTION III – PROPOSAL INFORMATION 10

SECTION IV- SCOPE OF SERVICES/SPECIFICATIONS 11

SECTION V – BILLING..... 27

APPENDIX A - STATEMENT OF NON-COLLUSION 29

APPENDIX B - NON-SUBMITTAL RESPONSE FORM 30

APPENDIX C - BIDDERS CHECKLIST 31

APPENDIX D - CONSULTING SERVICES AGREEMENT32

SECTION I
REQUEST FOR PROPOSALS

Parking Citation and Collection Services

- A.** The Los Rios Community College District (hereinafter "LRCCD") hereby requests proposals for a Parking Citation and Collection Services System (hereinafter "Project"), and will receive proposals in the LRCCD Purchasing Department at 2100 Northrop Avenue, Suite #200, Sacramento, Ca, 95825, up to the hour of 2:00 p.m., on the 19th day of April 2017.

SCOPE OF SERVICES. LRCCD has prepared an outline of services (which includes a description of the LRCCD's Project Objectives) which is described in Section III Proposal Information as Exhibit "1".

- B. REQUESTS FOR CLARIFICATION OF THE RFP.** If any proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the proposer shall submit to gordonp@losrios.edu a written request for an interpretation or clarification prior to the time for opening the proposals.

- C. SUBMITTAL OF PROPOSALS.** The instructions for the submittal of proposals are set forth throughout this RFP. Generally, each proposal shall be submitted with a cover letter and four exhibits, including: (A) Scope of Services, (B) Billing Rates, (C) Statement of Qualifications, and (D) Terms of Service Agreement.

Proposals shall be submitted in a sealed envelope clearly marked on the outside: **"SEALED PROPOSAL FOR RFP #17019 - PARKING CITATION AND COLLECTION SERVICES - DO NOT OPEN WITH REGULAR MAIL"** and must be submitted no later than 2:00 PM, Pacific Standard Time, Wednesday, April 19, 2017 to:

Purchasing Department
Attention: Paula Gordon
Los Rios Community College District
2100 Northrop Ave., Suite #200
Sacramento, CA 95825

Time is of the essence, and any proposal received after the announced time and date for submittal, whether by mail or otherwise, cannot be considered. It is the sole responsibility of the Proposer to ensure that its proposal is stamped by General Service's personnel before the deadline. Proposals received after the announced time and date of receipt by mail or otherwise will be returned unopened. However, nothing in this RFP precludes the LRCCD from requesting additional information at any time during the proposal evaluation.

D. LRCCD REVIEW OF PROPOSALS. All responsive proposals shall be reviewed and evaluated by the LRCCD in order to determine which proposer best meets the LRCCD's needs for this Project. The criteria by which the LRCCD shall evaluate proposals are set forth in this RFP. The LRCCD reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process. The LRCCD reserves the right to negotiate the terms of the Agreement for this Project with one or more proposers.

E. AWARD OF AGREEMENT. The LRCCD currently anticipates awarding an agreement for this Project by approximately April 21, 2017. No proposal or agreement for this Project shall be binding upon the LRCCD until the Agreement is signed by the Contractor and the LRCCD.

The successful Contractor shall submit the following items to the Purchasing Supervisor or designee ***within ten (10) days of request:***

1. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming the LRCCD as an additional insured (see Service Agreement for detailed insurance requirements).
2. Enter into a Service Agreement (Agreement) with the LRCCD. The Agreement will be submitted to LRCCD's Board of Trustees for approval with the award of the contract.

SECTION II

INSTRUCTIONS TO PROPOSERS

- A. TIME AND PLACE OF DELIVERY OF PROPOSALS.** It is the Proposer's responsibility alone to ensure that the proposal is received by LRCCD's Authorized Representative at the time and place identified on the cover page of this Request For Proposal ("RFP").
- B. FORMAT OF ENVELOPE OR PROPOSALS.** Proposals shall be submitted in a sealed envelope clearly marked on the outside: **"SEALED PROPOSAL FOR RFP #17019 - PARKING CITATION AND COLLECTION SERVICES - DO NOT OPEN WITH REGULAR MAIL"** and must be submitted no later than **2:00 PM, Pacific Standard Time, Wednesday, April 19, 2017 to:**

Purchasing Department
Attention: Paula Gordon
Los Rios Community College District
2100 Northrop Ave., Suite #200
Sacramento, CA 95825

- C. FORMAT AND QUALITY OF PROPOSALS.** All proposals shall be prepared in a clear and concise manner. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this RFP.
- D. PROPOSER'S SIGNATURE.** An authorized representative of the Proposer shall sign the proposal on a cover letter which: (1) identifies this project by name and number; and (2) identifies the full legal name of the Proposer, along with name of contact person, address, phone number, fax number, and e-mail address; and (3) indicates Proposer's willingness to comply with the procedures identified in this RFP, including an incorporation by reference of the four exhibits identified below.
- E. CONTENTS OF PROPOSAL.** The Proposer shall include in its proposal, at a minimum, the information outlined in this Section II in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP. The Proposer shall attach **four (4)** separate Exhibits to the cover letter proposal, including: (A) Scope of Services, (B) Billing Rates, (C) Statement of Qualifications, and (D) Terms of Service Agreement.

1. Scope of Services. The LRCCD has set forth in Section III, Proposal Information **Exhibit “1”** an outline of services which the LRCCD anticipates the successful proposer to perform. The outline of services set forth in Exhibit “1” is presented for the primary purpose of allowing the LRCCD to compare proposals. The precise scope of services to be incorporated into the Service Agreement will be based upon Exhibit “1” as well as Proposal Exhibit “A” to be prepared by Proposer as a part of the proposal (described below), and may be the subject of negotiations between the LRCCD and the successful proposer.
 - a) Based upon the LRCCD’s outline of services set forth in Exhibit “1,” the Proposer shall prepare a complete description of the scope of services (to be labeled: Proposal Exhibit “A”) which the Proposer intends to perform in order to achieve the Project Objectives. The Proposer may identify services in Proposal Exhibit “A” which differ from the outline of services in **Exhibit “1”** if the Proposer believes the changes will assist the LRCCD in more efficiently and effectively achieving the LRCCD’s stated Project Objectives.
 - b) The Proposer’s scope of services shall include, at a minimum, a description of the major components of services (or phases of service), a description of work product (or “deliverables”) to be provided by Proposer to the LRCCD, and the expected time of completion for each component. Samples of all forms, notices, letters, etc. and other information you find valuable can also be included.
2. Billing Rates. The Proposer shall prepare a schedule of billing rates (to be labeled: Proposal Exhibit “B”) which identifies:
 - a) A proposed rate and method of payment for all services to be performed by the Proposer, including hourly rates, and a description of any reimbursable charges.
 - b) A total proposed “Not to Exceed” cost for the performance of all services described in the scope of services, Proposal Exhibit “A.”
 - c) An estimated cost breakdown for each component of service, with a cross-reference to each component of service identified in Proposal Exhibit “A.”
3. Statement of Qualifications. The Proposer shall prepare a statement of qualifications (to be labeled: Proposal Exhibit “C”) which identifies:

- a)** The size, stability, and capability of Proposer's organization, including, at a minimum, an identification of Proposer's: (1) total number of years in operation, (2) total current number of employees, (3) number of office locations (including the location of each office), and (4) number of employees in the office location which is intended to provide the services described in Exhibit "A."
 - b)** The Proposer's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of: (1) the number of years Proposer has been performing similar services; and (2) the most recent projects for which the Proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed the dollar amount of the contract, and the date of performance.
 - c)** A list of the Proposer's principals, employees, agents, and sub-Proposers which the Proposer intends to assign to this Project. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will devote to the Project; and the type of work to be performed by each individual. The LRCCD will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.
- 4.** Terms of Proposed Service Agreement. The Proposer shall prepare a document identifying the terms of the proposed Service Agreement between the LRCCD and Proposer (to be labeled: Proposal Exhibit "D"), including:

 - a)** Specifically identify any portions of the LRCCD's standard form Service Agreement (attached to this RFP) which the Proposer desires to amend (either by addition, deletion, or modification).
 - b)** Disclose any past, ongoing, or potential conflicts of interest which the Proposer may have as a result of performing the work for this Project.
 - c)** Identify Proposer's ability to comply with the LRCCD's insurance requirements. A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered.

- 5. LRCCD'S Review of Proposals.** After the proposals are received and opened by the LRCCD, the LRCCD shall review and evaluate all proposals for responsiveness to the Request for Proposals in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required. The LRCCD may also investigate qualifications of all Proposers to whom the award is contemplated, and the LRCCD may request clarifications of proposals directly from one or more Proposers. In reviewing the proposals, the LRCCD may consider the following:
- a)** The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and sub-contractors in completing projects of a similar type, size, and complexity. The LRCCD may consider Proposer's timely and accurate completion of similar projects within budget.
 - b)** The feasibility of the proposal based upon the methodology of the proposed scope of services, and the reasonableness of the schedule of billing rates.
 - c)** Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
 - d)** Proposer's proposed language for the Services Agreement.
- 6. Award of Agreement.** Upon completion of the review period, the LRCCD shall notify those Proposers who will be considered for further evaluation and negotiation. All Proposers so notified shall make presentations and negotiate in good faith in accordance with direction from the LRCCD. Any delay caused by Proposer's failure to respond to direction from the LRCCD may lead to a rejection of the Proposal.
- a)** If the LRCCD determines, after further evaluation and negotiation, to award the Agreement, a Service Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the LRCCD until after the Agreement is signed by duly authorized representatives of both Proposer and the LRCCD.
 - b)** The LRCCD reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the LRCCD, will be based upon a total review and analysis of each proposal and projected costs.

7. Proposals are Public Records. Each proposer is hereby informed that, upon submittal of its proposal to the LRCCD in accordance with this RFP, the proposal is the property of the LRCCD.

a) Unless otherwise compelled by a court order, the LRCCD will not disclose any proposal while the LRCCD conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the LRCCD either awards an agreement to a successful proposer, or the LRCCD rejects all proposals, the LRCCD shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.

b) If a proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall: (1) clearly mark the relevant portions of its proposal “Confidential”; and (2) upon request from the LRCCD, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Proposer shall defend, indemnify, and hold harmless the LRCCD regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.

8. Proposal Document/ Submittal Information.

Those interested in competing for this contract must submit their completed, sealed bid proposals by **2:00 PM, PST, Wednesday, April 19, 2017 to:**

Purchasing Department
Attention: Paula Gordon
Los Rios Community College District
2100 Northrop Ave., Suite #200
Sacramento, CA 95825

Late submittals, and submittals by either fax or e-mail, WILL NOT BE ACCEPTED.

Proposals should be properly sealed and marked on the outside with:

“SEALED PROPOSAL FOR RFP #17019 - PARKING CITATION AND COLLECTION SERVICES – DO NOT OPEN WITH REGULAR MAIL” and must be submitted no later than 2:00 PM, Pacific Standard Time, Wednesday, April 19, 2017.

Number of Copies: Six (6) printed copies (one clearly marked original)

SECTION III

PROPOSAL INFORMATION – EXHIBIT “1”

A. Solicitation

The LRCCD seeks the submittal of proposals from qualified Contractors to perform the requested services. The successful proposal will be one that demonstrates the requisite technical proficiency, ability to provide a seamless transition and a willingness to work closely with LRCCD Police Department staff and the community we serve. Only those Proposers with verifiable experience in Parking Ticket Citation systems will be considered during this proposal selection and review process.

Los Rios Community College District was established in 1970. The District services an area that encompasses five Counties, 2,400 square miles, with an enrollment of approximately 72,013 students. It is the second largest community college district in the State of California. The District is a 2-year public community college committed to an open-door admission policy and a comprehensive curriculum. The District has four main college campuses- American River, Cosumnes River, Folsom Lake, and Sacramento City. In addition, the District has major outreach centers: Natomas, Davis, El Dorado, Elk Grove, Rancho Cordova and West Sacramento.

This proposal is soliciting responses for a Parking Citation and Collection Services System that will be operated by our Police Department.

Over the last four year period LRCCD annual citations issued as follows:

- 2013 - 21,788 Parking Citations
- 2014 - 22,874 Parking Citations
- 2015 - 21,613 Parking Citations
- 2016 - 17,346 Parking Citations

Citations are only issued by our Campus Police Personnel.

Currently citations are sent to an outside contractor for processing and collections. The citations are issued both manually and electronically by LRCCD Police Personnel. **Electronic ticket writers also have the capability of capturing photographs to support the evidence of the citation.**

Over the last five years the following Administrative Hearings were requested:

- 2012 – 339 Hearings
- 2013 – 239 Hearings
- 2014 – 175 Hearings
- 2015 – 165 Hearings
- 2016 – 156 Hearings

B. Term of Agreement

The initial term of the agreement shall be three (3) years, with the option to extend for two (2) additional one (1) year terms. This contract will commence, once Board of Trustees has approved, and on the date the agreement is signed.

C. Compensation Increase

The successful Proposer may submit a request in writing for a cost adjustment during the first sixty (60) calendar days of the fourth (4th) and fifth (5th) years. However, the Board of Trustees may or may not agree to the requested adjustments. Increase shall be based on the lesser of three percent (3%) or the average percentage for the reporting period of April-April in the published Consumer Price Index for all Urban Consumers (CPI), for the Sacramento County area.

D. Proposal Process

To be considered responsive, Proposer must respond to this solicitation in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein. The successful Proposer will demonstrate the ability to satisfy all of the objectives and service specifications outlined in this document.

E. Proposers' Qualifications/Experience

Proposals will only be considered from Proposers who have significant experience in providing services specified herein. A statement of qualification of the Proposer and a description of the company history and financial capability is required. Proposals must include definitive information regarding the experience and qualifications of the Proposer.

SECTION IV**SCOPE OF SERVICES/SPECIFICATIONS****A. Purpose**

The purpose of this RFP is to obtain a state of the art parking citation collection system. And establish a contract that will provide services generally including the hiring of subcontractors to act as independent administrative Hearing Officer to adjudicate contested administration citations, and the providing of administrative support services permissible in accordance with current law. The objectives of the LRCCD are to secure a quality Proposer with sufficient capabilities and experience to assist the LRCCD in administering its Parking Citation Program. As well as help optimize its Parking Citation Program revenue, and effectively manage administrative hearings. The LRCCD welcomes

Proposers to provide additional information on optional services for consideration. The LRCCD will determine the best solution to meet the requirements of the LRCCD.

B. Processing Agency

The Proposer will perform the service task of hiring subcontractors to act as independent Administrative Hearing Personnel to adjudicate contested citations, and the providing of administrative support services permissible in accordance with current law. The LRCCD issues Parking Citations as authorized and described by California Vehicle Code Division 17, Chapter 1, Article 3 (hereinafter "Article3").

C. Definitions

As used in this Scope of Services/Specifications

1. ***Parking Citation*** means any citation issued by any law enforcement official assessing a civil penalty authorized by California Vehicle Code sections 40200 or 40225 for violation of a state or local law or regulation governing parking, standing, equipment or registration occurring within the LRCCD, including a "notice of parking violations" or "notice of delinquent parking violations" as those terms are used in California Vehicle Code Sections 40200 through 40230.
2. ***Processing Agency*** has the same meaning as that term is defined in Vehicle Code section 40200.6.
3. ***Administrative Hearing*** means:
 - a. ***For Parking Citations***, an in-person hearing or hearing by mail requested by the citation recipient to contest the citation, and held in accordance with the requirements of Vehicle Code section 40215; and any applicable regulations governing the adjudication of Parking Citations promulgated by the Board of Trustees, as may be amended from time to time.
4. ***Hearing Officer*** means the individual or entity appointed by or under contract with the LRCCD to provide administrative hearings services for Citations.
5. ***Administrative Hearing Services*** means in addition to the conducting of Administrative Hearings by qualified administrative hearing Personnel, all services necessary for the efficient administrative adjudication and resolution of all Citations, including but not limited to all services expressly identified by this Scope of Services.

D. General Information

The LRCCD is requesting that Proposers coordinate implementation and operational strategies with the Campus Police Department and Finance Department staff designated to manage the Parking Citation program. The successful Proposer will be expected to work closely with the Campus Police Chief to ensure compatibility and uniformity. In

E. Citation Processing Services

1. Citation Processing: Shall include, the receipt and logging of all Citations, including but not limited to:
 - a. Batch, record and verify receipt of all manual Citations within two (2) business days.
 - b. Calendar all required dates related to the specific citation.
 - c. Receive all requests for initial reviews, hearings, or hearing continuances and enter the same into the on-line system within two (2) business days from the date of receipt.
 - d. Notify LRCCD within two (2) business days of any citations that are dismissed due to lack of compliance or completeness.
 - e. Provide monthly reports detailing all citations received and logged.
 - f. Implement and maintain a system for filing and storage of citations so that they are easily retrievable for a minimum of three (3) years.
 - g. Complete data entry of handwritten Parking citations and retrieve and enter all necessary DMV information into the on-line system within two (2) business days after received.
 - h. Obtain online registered owner information daily.
 - i. Place registration holds through the Department of Motor Vehicles (DMV).
 - j. Complete processing of all citation status changes database within two business days of receiving new information.
 - k. Send notices of delinquent parking violation to registered owners.
 - l. At the request of LRCCD, transfer past due Citations to LRCCD's collection agent.
 - m. Citation appeal scheduling and tracking.
 - n. Retain all information as confidential.
 - o. Providing citation information to complainants.
 - p. Edit capability within LRCCD to correct dates, violation codes, and fine amounts and duplicate citations.
 - q. Maintaining phone notes accessible to LRCCD for problem callers.
 - r. Providing notes that can be maintained for both LRCCD and contractor to view and edit.
 - s. Updating citation information to reflect changes in disposition, and keeping notes as needed.
 - t. Providing web access - Remote Data Entry – for LRCCD.
 - u. Providing monthly and annual reports with access to the reports over the Web.

- v. Supplying equipment and supplies for automated citations.
 - w. Supplying training and providing reference materials for equipment/systems to LRCCD as required.
 - x. Contractor shall be capable of allowing the public to search for information via internet. LRCCD shall provide specifications regarding information for the public.
 - y. Proving adequate system security and back-up provisions.
 - z. Call recording on all inbound and outbound customer service calls that can be accessed by LRCCD staff via the internet.
2. Payment Processing: Shall include receiving and processing all payments for Citations, to include but not limited to;
- a. Enter and process payments received within two (2) business days of receiving payment including verifying payment amounts, updating the on-line system, and making daily bank deposits into a LRCCD account.
 - b. Collect and process all payments. Acceptance of credit card or check payments. The system should allow web-based and telephone payments in addition to mail-in payments. Payment made by credit card should update the database in real time.
 - c. Post all payments received by mail as received on the postmark date. Post all payments by credit card and either received by phone or through internet access as received on the date the credit card information is transmitted.
 - d. Complete daily bank deposits and bank reconciliation.
 - e. Provide daily reporting of bank deposits with citation payment detail to LRCCD.
 - f. Provide monthly wire transfer of funds to LRCCD if a lock box is utilized.
 - g. Provide an installment/partial payment plan for citations.
 - h. Track rebilling on partial payments, checks returned for insufficient funds, vehicle change of ownership and leased vehicle information.
 - i. Verify original payment has been received and cleared prior to notifying LRCCD of any necessary refunds.
 - j. Verify full payment has been received and cleared prior to notifying LRCCD of any necessary refunds.
3. DMV Information (parking citations only): Retrieve process and update Department of Motor Vehicles (DMV) information, including but not limited to;
- a. Implement and maintain daily on-line access to the California DMV for processing retrieval, verification and updating of all necessary California DMV records.

- b. Upon receipt of a Parking Citation, promptly retrieve and verify or record, as appropriate, registered owner information; and cross-check vehicle make to ensure proper issuance of citation.
 - c. Implement and maintain a system to be approved by LRCCD's Authorized Representative for daily access and retrieval of registered owner information maintained by all out of state Department of Motor Vehicles.
4. DMV Holds (parking citations only): Process all vehicle holds and releases, including but not limited to;
 - a. As each unpaid Parking citation for a California registered vehicle becomes eligible under Article 3 for collection under Vehicle Code section 40200, subdivision 9a), prepare and file an itemization of parking penalties and service fees with the California DMV for a registration hold under Vehicle Code Section 4760. Process DMV holds in accordance with the Vehicle Code.
 - b. Update the on-line system daily with any changes to DMV holds.
 - c. Release DMV holds in accordance with Article 3 or upon LRCCD request.
 - d. Prepare a monthly report of all holds placed and payments made to the DMV.
 - e. Immediately update database with monthly payment information from DMV.
 - f. For each itemization that remains unpaid for fourteen (14) days after filing the itemization, prepare and mail three notices to pay past due parking fines and penalties. The notices shall be mailed not more than forty-five (45) days apart. Contractor shall be entitled to receive additional compensation equal to the percentage set forth in Exhibit "B", Payment Provisions, of fines and penalties paid directly to either the Contractor or LRCCD by the citation recipient after mailing the first notice except as follows. Contractor shall not be entitled to the additional compensation if both the payment is received more than 60 days after the third notice and LRCCD or its agent other than Contractor takes further action to collect the outstanding fines and penalties, such as filing for a civil judgment under Vehicle Code 40220.
5. Correspondence processing: Process all correspondence, to including but not limited to;
 - a. Pick up mail from post office daily
 - b. Process all correspondence within two (2) business days.

- c. Maintain complete and accurate records of all customer inquiries and complaints (whether by mail, phone, or email) and Contractor's response.
6. Notice and Letters: Prepare, send and track all notices, letters and other correspondence to include but not limited to;
 - a. Mail all notices, letters and other correspondence by first class mail and provide necessary postage.
 - b. Acquire and update all forms required to meet all applicable requirements of State and local laws and regulations governing citation process and adjudication. LRCCD will provide citation forms.
 - c. For Parking Citations, issue and serve a Notice of Delinquent Parking Violation in conformity with Vehicle Code section 40206, subdivision (b), 40207 and 40208 as each unpaid Parking Citation becomes eligible for a delinquency notice under Article 3. Process the Notice of Delinquent Parking Violation and the affidavit required by section 40208 in accordance with Article 3, as may be amended from time to time.
 - d. Prepare and mail returned check notices to individuals immediately upon notification from LRCCD that a check has been returned for non-payment. The notices shall state the amount of the original penalty, delinquent amount, and the appropriate return check fee.
 - e. Prepare and mail partial payment notices to those who do not pay the full penalty amount. The notice shall indicate the amount that was paid and the balance.
7. Administrative Adjudication: Provide support services for administrative adjudication of Parking Citations. Data will be collected and transmitted electronically by contracted agency to LRCCD for the initial review and judgement in accordance with Vehicle Code Section 40215 (Amended by Stats. 2016, Ch. 86, Sec. 304, Effective January 1, 2017.) including but not limited to;
 - a. Track and prepare correspondence for all initial reviews and hearing requests.
 - b. Maintain an integrated database of all requests, showing the current status of each request.
 - i. For Parking Citations, the administrative review shall be in accordance with Vehicle Code section 40215, subdivision (a) except that the Contractor shall perform the initial review for the issuing department. If Contractor determines that an investigation by the Police Department is warranted, it shall forward a request for investigation to the department.

- c. Promptly notify the Hearing Officer of hearing requests and coordinate request for hearing continuances with the Hearing Officer.
 - d. Transmit complete file documentation, including a copy of the citation and any warning notices, necessary for administrative hearings to the Hearing Officer.
 - e. Enter the results of the administrative hearings into the system within two (2) business days of receipt of the Hearing Officer's written decision.
 - f. Notifying LRCCD of the Hearing Officer's decision within five (5) business days of receipt when the decision requires LRCCD to refund a citation deposit.
 - g. File, maintain and store all paper files and source documents so that they are easily retrievable for a minimum of three (3) years.
 - h. Transmit a copy of the complete case file to the Court upon receipt of a notice of appeal from the citation recipient or a request for the file from LRCCD General Counsel.
8. Citizen Customer Service: Provide quality customer services to Citation recipients, including but not limited to;
- a. Maintain office hours and personal phone availability five (5) days per week, 8 am to 5 pm, and noon hour included.
 - b. Maintain 24 hours a day, seven (7) days a week citizen customer access to the on-line system database to view citation information and pay citations on-line.
 - c. Provide a recorded phone message, voice mail, fax and e-mail twenty-four (24) hours a day, seven (7) days a week.
 - d. Establish and maintain toll-free telephone service for citizen inquiries to include:
 - i. Maintain the same toll-free telephone number throughout the duration of agreement.
 - ii. Provide customer service representatives with the training and experience necessary to answer all customer questions and complaints, to include instructions and information on general parking policies and procedures of LRCCD.
 - iii. Maintain an on-demand Spanish language translation services. Additional languages may be requested in the futures by mutual agreement at no additional cost to LRCCD.
 - e. Respond to all citizen inquiries within one (1) day for simple informational requests or two (2) days for more complicated inquiries requiring research.

- f. Automated voice response system for a call back to customers.
 - i. A Customized recorded voice response systems shall be available to provide information about how to pay and contest citations.
9. Reporting: Prepare and provide reports, to include;
- a. Regular monthly reports for operating, production and audit functions.
 - i. Reports shall be provided by the end of the subsequent month.
 - ii. Duplicate or replacement reports shall be provided to LRCCD at no cost.
 - b. The Contractor shall submit a sample of all reports available with proposal and shall include, but not be limited to:
 - i. Monthly reporting of all citations received and logged:
 - 1. By code violation
 - ii. Daily reporting of bank deposits with citation payment detail.
 - iii. Monthly itemized reporting of citation activity with summary totals.
 - 1. Payments by code violation
 - 2. Dismissals and reason for dismissal
 - 3. Appeals requested and resolved
 - 4. Refunds
 - 5. Delinquencies
 - 6. DMV liens
 - 7. DMV payments
 - 8. Non-Sufficient Fund Checks
 - 9. Suspense items
 - iv. Monthly reporting of citation balances (count and amount).
 - 1. Total outstanding citations and balance due
 - a. By code violation
 - 2. Delinquent citations and balance due
 - a. By code violation
 - 3. Total unpaid DMV liens and balance due
 - 4. Appeals pending
 - v. Calculated and report amounts required to be remitted to other governmental agencies under State and local laws.
 - vi. Capability to provide a report of any individual citation history.
10. On-Line System:
- a. Maintain all Administrative Citation related information (including information regarding payment status, administrative adjudication and service of notices, and any other reports available) in an

electronic database that may be accessed through a web-based interface that is user-friendly for non-technical users (the “on-line system”). Provide on demand 24 hours a day seven days a week password protected access to the on-line system by authorized LRCCD staff. Provide the capability for authorized LRCCD staff to edit the database to correct dates, duplicate citations, violation codes and fine amounts. Track all changes made to the database via web access.

- b. Issue passwords to LRCCD staff. Passwords are to be determined by LRCCD’s Authorized Representative.
- c. Contractor shall maintain Citation management system database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access.
- d. Contractor should define the web security used for access, reports and Credit Card processing.
- e. Contractor shall make multiple back up files throughout the day. Contractor shall state the efforts taken to protect the data in the event a recovery process is required. At least one (1) of the back-up tapes shall be stored in an “off-site” location to insure protection of LRCCD’s vested interest.

11. Contract Support:

- a. Contractor shall designate a staff contact who shall respond to LRCCD inquires within one (1) business day and resolve any problems within a reasonable time period.
- b. Contractor shall provide access to authorized LRCCD staff via the on-line system to collection reports and, collections information by citation number.

12. Escrow Banking:

- a. Contractor shall open a banking account between the Contractor and LRCCD.
- b. Deposits shall be made daily or as required subject to regular banking hours.
- c. All transactions shall be itemized and detailed information will be captured regarding submitted funds.
- d. Reports shall be provided daily, detailing both in summary and detail all payments received, the type, amount and corresponding citation paid.
- e. All reports shall correlate to all bank statements.
- f. Bank records, including statements, shall be forwarded to LRCCD at the end of each month.

- g. Contractor shall perform all reconciliation, balancing and check generations, including monthly tax checks to the State of California for parking citations, checks due to LRCCD and payments to contractor.

13. Handheld Ticket Writers:

- a. Contractor shall provide ten (10) handheld citation writing units for lease or purchase, charging racks, citation forms, envelopes, and weather resistant bags.
- b. Handheld ticket writing units will be programmable and will be able to produce citations that meet the format and layout requirements provided by LRCCD.
- c. Handheld units shall generate citations on partially pre-printed forms that can be easily fed through the machine.
- d. Handheld units shall have an integrated printer, camera and magnetic card reader.
- e. Handheld units shall be able to be held in one hand and include a carrying case.
- f. All automated citations issued shall contain a scan line on the left edge that contains a citation number and amount of citation
- g. LRCCD's remittance address shall be pre-printed on the back of each citation.
- h. Contractor shall provide remittance envelopes with each automated citation that shall accommodate an unfolded citation and personal check. In case of inclement weather, the contractor shall also provide weather resistant bags that accommodate an unfolded citation and envelope.
- i. The software shall run Microsoft's Windows 2010 operating system or equal and standard adequate memory sufficient for programs, files, hot car lists, photographs, as well as other contact information, documents and sound recordings if applicable.
- j. Contractor shall provide all equipment enabling LRCCD employees the ability to write, print, produce, sync and transfer (export) citations from the hardware to the database.
- k. The ticket writer must have an alarm that warns user of "low battery" with sufficient time to remedy problem.
- l. The ticket writer must include a real time clock that displays time in hours,
- m. Warranty and Maintenance:
 - i. Leased handhelds/hardware
 - 1. Contractor shall be responsible for any failure of the hardware during the term of the contract.

2. Contractor shall be responsible for the maintenance and repair of all equipment during the term of the contract.
3. Physical damage to the device due to misuse will be the responsibility of LRCCD to replace at the actual cost of replacing the hardware from the manufacturer.

ii. Purchased handhelds

1. Any failure of the purchased handhelds occurring through normal use of the device must be covered for at least one year.
2. Physical damage to the device due to misuse will be the responsibility of LRCCD to replace at the actual cost of replacing the hardware from the manufacturer.
3. Any stolen or lost hardware will also be the responsibility of LRCCD to replace at the actual cost of the hardware from the manufacturer.

iii. All software must be upgraded for the term of the contract at no charge to LRCCD as the software is enhanced.

14. System Conversion: The system conversion shall consist of all data currently in process for the citation processing including but not limited to;

- a. Data will be provided in an ASCII format and will include a record format.
- b. Contractor shall identify the system that will be used for the Citation management system, including hardware and software specifications.
- c. Contractor shall provide detailed conversion time-lines, including the minimum, maximum and most likely conversion scenarios.
- d. Contractor shall successfully implement the Citation management system within thirty-days (30) of "Notice to Begin" or receipt of existing database, or forfeit one-time conversion charge if applicable.

15. Administrative Review and Hearing: This RFP is not for Hearing Services. Contractor shall be responsible for notifying an independent contractor of all hearing requests;

- a. Contractor shall process requests for administrative review hearings immediately upon request in accordance with the laws and administrative regulations governing the service of a notice of hearing for the Citation.

- b. If and when a hearing is granted, promptly notify Hearing Officer Contractor who will schedule hearing.
- c. Contractor shall immediately update the citation disposition in the on-line management system.
- d. Contractor shall work with Hearing Services Contractor to track each step of the administrative review and hearing process.
- e. Print and mail (by first class mail) customized hearing notification letters for LRCCD.

- f. Forward the hearing schedule to LRCCD.
- g. Contractor shall enter payments, voids, disposition from hearings (including reason for disposition), review/hearing officer reduction of penalties, and any comments necessary to review the disposition on-line within forty-eight (48) hours of receiving information.
- h. Respond to inquiries from LRCCD and the public regarding date of hearing, mailing date, location of hearing and directions to hearing location.

16. Compensation:

- a. Contractor shall be compensated for each citation processed, based upon services provided and proposals submitted for each of the services provided. This fee structure should be based on the total estimated citation volume described on page #10 Section III.
- b. Contractor is responsible to list all costs for this project within the services listed on the price sheet. If there are other costs, they must be listed as a separate item.

17. Out of State Citations:

- a. Contractor shall be responsible for all fees payable to other states that shall enable the processing of out-of-state citations.
- b. Contractor shall be compensated for the collection of out-of-state citations collected thirty (30) days or more after date of issuance.

18. Miscellaneous Requirements:

- a. Retain all information obtained from Citation processing as confidential.
- b. Maintain a California corporate headquarters.

19. Franchise Tax Board Interagency Intercept Program: Contractor must provide full Interagency Intercept capabilities, including the ability to obtain social security numbers;

- a. The Contractor shall develop a method for identifying and tracking past due Citations that are eligible to be sent to the California Franchise Tax Board Interagency Intercept Collections program ("FTB" in accordance with Government Code Title 2, Division 3, Part 2, Chapter 5, and Article 2.
- b. The Contractor shall obtain social security numbers for each eligible unpaid Citation.
- c. The Contractor shall send all eligible unpaid Citation fines and penalties to the FTB when authorized by LRCCD.
- d. The Contractor shall perform the necessary record searches in order to secure Social Security Numbers as needed for assignment of past due fines and penalties to the FTB.
- e. The Contractor shall maintain records of all unpaid fines and penalties assigned to the FTB for payment and to provide a monthly report of these debts to LRCCD. Contractor shall provide LRCCD with any information regarding these debts via telephone.
- f. Contractor shall combine all eligible unpaid fines and penalties for each debtor. Contractor shall mail pre-placement notices as required by the Interagency Intercept Program.
- g. LRCCD shall report weekly reports on payment made through the program to the Consultant by submitting copies of the paperwork verifying payments.
- h. Contractor shall update all records in the citation database according to the payments received.
- i. Contractor shall notify FTB of any payments received, and cancel FTB processing for that individual citation.
- j. The Contractor shall make any and all deposits of funds directly to LRCCD's financial institution, or the Contractor will open a joint account between LRCCD and the Contractor and deposit funds directly into that account.
- k. Contractor will provide all reconciliation and divide the revenue between LRCCD, Contractor and all taxes due to the State, county court and jail funds.

F. Administrative Hearing Services: Shall include, but may not be limited to the following;

1. Promptly assign competent hearing Personnel and schedule hearings upon receipt of a hearing request from the Processing Agency, or as directed by LRCCD's Authorized Representative. All hearings must be held within 90 days of the date of the hearing request, unless the citation recipient requests a continuance necessitating the scheduling of the hearing more than 90 days from the date of the hearing request. Consultant must, consistent

- with its obligation to schedule timely individual hearings, schedule as many cases as can be heard in a single day.
2. Serve a Notice of Hearing upon the requesting partying in accordance with the laws and administrative regulations governing the service of a notice of hearing for the particular citation.
 3. Provide all necessary administrative services, to include but not limited to:
 - a. Track case files.
 - b. Provide clerical and technical support to hearing examiners.
 - c. Promptly respond to LRCCD staff and customer inquiries regarding status of cases.
 - d. Manage all files and documents appropriately including package case files for return to the Processing Agency.
 - e. Arrange continuances of hearings as requested by customers and permitted by LRCCD rules.
 - f. Develop and maintain procedures to effectively track all case files referred for hearings, and assure the final return of all case files to the Processing Agency following rendering of the hearing officer's final decision.
 - g. Submit monthly summary reports of all hearings and invoices to LRCCD's Authorized Representative by the 20th of each month.
 - h. Execute and include a proof of service with all correspondence for notice of hearings, continuances and written decisions.
 4. Assign and maintain a dedicated program manager with sufficient hours to manage all the services described in the agreement.
 5. Ensure that hearing Personnel meet all requirements and perform all obligations set forth in Sections G (Hearing Officer Qualifications) and H (Hearing Officer Duties) described below.
 6. Maintain effective coordination with LRCCD staff, and the staff of the Processing Agency. Cooperation shall include prompt, frequent, candid communication on all issues arising in the management of the hearing officer program and continuing efforts to schedule hearings in a manner that minimizes work routing disruption for LRCCD staff.
 7. Maintain a phone line and a voice mail device/service for LRCCD customers. All calls shall be answered or a message response shall respond by the third ring. All voice mail messages shall be answered within three business hours.
 8. Maintain a current list of all qualified hearing Personnel under contract with the Consultant who could likely be assigned to hearings held in accordance with the Agreement.

G. Hearing Officer Qualifications:

1. Hearing Personnel must be independent sub-contractors.
2. Hearing Personnel shall not be employed, managed, or controlled by any person, whose primary duties are parking enforcement, parking citation, processing, collection or issuance.
3. Hearing Personnel must be separate and independent from the citation collection or processing function.
4. A Hearing Officer's contract status and compensation must not, directly or indirectly, be linked to the amount of fines assessed by the Hearing Officer, or by the number of cases decided in favor of LRCCD or in favor of the contesting party.
5. All Hearing Personnel must comply with State laws governing training, continuing education and certification, whenever applicable. All expenses of training shall be at the expense of Consultant and not LRCCD.
6. Consultant shall maintain documentation demonstrating the qualifications of all Hearing Personnel assigned to hearings under this Agreement and promptly provide copies to LRCCD's Authorized Representative upon request.

H. Hearing Officer Duties: For each case, the Hearing Officer must;

1. Conduct an independent, objective, fair and impartial Administrative Hearing in accordance with Federal, State and local laws and the regulations promulgated by LRCCD Board of Trustees.
2. Within ten (10) working days of the Administrative Hearing:
 - a. Prepare written findings based on the record of the hearing and make a written decision based on the findings, and
 - b. Serve the written decision, together with a proof of service, by first class mail on the citation appellant, and mail or submit a copy of the decision to LRCCD's Authorized Representative.
3. Upon service of the written decision, promptly compile all documents introduced at the hearing, including all exhibits and documents offered to the hearing officer for consideration, and forward the record to the Processing Agency together with a copy of the Hearing Officer's written decision and proof of service on the appellant.

I. Training Services: From time to time, as mutually agreed upon by the parties, Consultant shall participate with LRCCD staff in continuing education programs for hearing examiners and Police Personnel. Topics of the training program may include the following skills: conduct of administrative hearings; due process principals and procedures; witness examination skills; oral argument skills; case preparation skills; role of the hearing examiner; witnesses and the Police Officer in the administrative hearing; maintenance of case files and changes in LRCCD policies, ordinances and administrative regulations.

J. Program Policy Development: Consultant will assist LRCCD staff to evaluate, propose and discuss policies and procedures applicable to the hearing examiner program. Consultant may propose subjects needing attention and shall respond to policy issues suggested by LRCCD staff.

K. Hearing Facility: Hearing facilities for in-person hearings shall be arranged by LRCCD.

L. Compensation: The Consultants total compensation for all Administrative Hearing Services shall be calculated based upon the fee multiplied by the number of Billable Hours;

1. Billable Hours means the time expended by Hearing Personnel in direct performance of the following duties, and shall not include time spent performing any other duties outside the Agreement or for travel time.
 - a. Reviewing a case file in preparation for an Administrative hearing
 - b. Conducting the Administrative Hearing
 - c. Preparing the written decision
 - d. Serving the written decision on the appellant and LRCCD.
Preparing the record and returning the file to the Processing Agency.
2. Alternative Minimum Billable Hours. If the hearing Officer completes all Billable Hour tasks for all cases scheduled in a hearing session in less than four hours (including time billed to a case for a task performed on a day other than the day of the hearing session), then the Consultant shall be entitled to a minimum of four hours worth of hourly compensation This applies to in-person hearings only. To be entitled to payment based on the Alternative Minimum Billable Hours formula, Consultant's invoice must identify supporting documentation.
3. Contractor is responsible for listing all costs for Administrative Hearing Services in "Exhibit B".

| SECTION V - BILLING | | | | | | |
|--|---|--|---------------------------|---------------------------|---------------|---------------------------|
| Consultant's Proposal Exhibit B | | | | | | |
| Proposed Fee Structure | | | | | | |
| The cost proposal should be a separate detachable section of the RFP (Exhibit B). Each Contract must use the following form to submit pricing. | | | | | | |
| Date: | | | | | | |
| Contractor Name: | | | | | | |
| Contractor Address: | | | | | | |
| | | | | 21,041 | | |
| | | Unit | Average % (estimated) | Annual Volume (estimated) | Proposed Rate | Extended Cost (estimated) |
| Parking Citation Processing: | | | | | | |
| | Parking Citations Written - Electronic | Per Citation Written | 75% | 15,781 | | |
| | Parking Citations Written - Manual | Per Citation Written | 25% | 5,260 | | |
| | Payment Processing, in-state licenses (if any) | | | | | |
| | Payment Processing, out-of-state license | Per Collection Received | Based on Amount Collected | \$2,500 | | |
| | Minimum Monthly Processing Fee (if any) | Monthly Total | | | | |
| Subtotal | | | | | | |
| Mailing Notices to Registered Owner (RO): | | | | | | |
| | First Notice to RO, incl. postage | Per Notice Mailed | 50% | 10,521 | | |
| | 2nd Notice (DMV Hold) w/postage | Per Notice Mailed | 15% | 3,156 | | |
| | 3rd Notice (FTB Notification) w/postage | N/A, see FTB Notification of Intent below. | | | | |
| | 4th Notice (Collection Agency Warning) w/postage | Per Notice Mailed | 5% | 1,052 | | |
| Subtotal | | | | | | |
| Adjudication: | | | | | | |
| | 1st Level (Administrative) Review, incl disposition letter | Per Review Conducted | 10% | 2,104 | | |
| | 2nd Level (Hearing Examiner) Review Processing, incl disposition letter (if any) (Use next line for subcontracted services.) | Per Review Conducted | 2.5% | 526 | | |
| | Hearing Examiner Services (Subcontract) | Per Review Conducted | 2.5% | 526 | | |
| | Online Contesting Application (if any) | Per Month | | | | |
| Subtotal | | | | | | |
| Franchise Tax Board Collections: | | | | | | |
| | Obtain Social Security Number | Per SSN | 10% | 2,104 | | |
| | Notification of Intent Letter | Per Notice Mailed | 10% | 2,104 | | |
| | FTB -Collection Processing Fee | Per Collection Received | | | | |
| Subtotal | | | | | | |

| | | | | | | |
|--|--|--|---------|-------|--|-----|
| Delinquent Collections: | | | | | | |
| | Citations > 150 days old and/or DMV Hold dropped | Per Collection Received | Unknown | | | |
| NOTE: | Any mailing and other costs subsequent to a citation becoming "delinquent" will be the responsibility of the contractor and /or subcontracted collection agency. | | | | | |
| Subtotal | | | | | | |
| Other Processing and Collection Fees: | | | | | | |
| | Credit Card Convenience Fee | Charged directly to the payor | 30% | 6,312 | | n/a |
| | Online System Access | Per Month | | | | |
| | Web-based payments | | | | | |
| | Online daily parking permit sales capability | | | | | |
| | Conversion Costs (if any) | One-Time-Only | | | | |
| | Escrow Banking | None anticipated; collection deposits to be made into unique Los Rios CCD's Bank of America account. | | | | |
| | Refund Processing (Refund checks will be issued by Los Rios CCD) | Per Refund | 0.5% | 105 | | |
| | Returned Check Processing (Notices will be sent by Los Rios CCD) | | 0.5% | 105 | | |
| | Telephone Service for Ticketed Parties (if any) | Per Month | | | | |
| Subtotal | | | | | | |
| Equipment & Accessories | | | | | | |
| | Ten (10) handheld ticket writing devices | | | | | |
| | Lease Option | | | | | |
| | Purchase Option | | | | | |
| | Trade-in credit (current owned equipment Casio Model IT9000E C25E) | | | | | |
| | Charging Racks | | | | | |
| | Citation Forms | | | | | |
| | Other equipment or miscellaneous charges | | | | | |
| | *Optional for future integration Parking Meters to interface with system (current equipment Ventek 6 and Cale) | | | | | |
| Grand Total | | | | | | |

**APPENDIX A
STATEMENT OF NON-COLLUSION**

(submit with proposal)

This is to certify that the undersigned bidder has neither directly nor indirectly entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the LRCCD.

All terms and conditions of this Request for Proposals have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE

TITLE

ADDRESS: _____

APPENDIX B

NON-SUBMITAL RESPONSE FORM

NOTE TO BIDDER:

If your company’s response is a “non-submittal”, the District is very interested in the reason for such response since the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form. Please indicate your reason for not responding.

- () Unable to meet the requirements for this project.
- () Unable to meet the time frame established for start and/or completion of the project.
- () Received too late to reply. Received on _____.
- () Please remove our company’s name from receiving similar type solicitations.
- () Other: _____

Your response will be given careful consideration, and included in the contract file. Your input will assist the District in determining changes necessary to increase participation and completion.

| | | |
|-----------------------------|--------------|-------------|
| Authorized Signature | Title | Date |
|-----------------------------|--------------|-------------|

Name of Company / Consultant

Company Address

| | |
|----------------------------------|-------------------------|
| () _____ | () _____ |
| Business Telephone Number | Facsimile Number |

E-mail Address

APPENDIX C
BIDDER CHECKLIST

- () Submitted all Information as requested.
- () Submitted proposals in sealed envelope duly marked.
- () Submitted four (4) Exhibits (A) (B) (C) (D).
- () No conditions or restrictions have been placed by the company on this proposal that would declare it non-responsive.
- () Prepared to provide the insurance required.

Signature of Authorized Official

Date

Company Name

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between Los Rios Community College District, a local agency, (“the DISTRICT”) and _____, (“CONSULTANT”).

- 1. Scope of Work.** CONSULTANT shall perform the consulting services as set forth in CONSULTANT’S Proposal which is attached hereto, marked as Attachment “A.” The work shall be completed by ____
_____/_____/_____.
(month) (day) (year)
- A. **Standard of Care:** CONSULTANT shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality. The approval of any document by the DISTRICT or its representatives or agents shall not relieve the CONSULTANT from such liability as the CONSULTANT might otherwise have for professional errors or omissions in the conduct of its obligations under this Agreement.
- B. **Additional Work/Deletion of Work:** Consultant shall not perform any additional or extra work or incur any additional expenses beyond that set forth hereunder without the express written approval of DISTRICT. Modifications or additions to the services performed by CONSULTANT not approved in writing by DISTRICT shall be considered null and void and shall not be compensated. DISTRICT shall also have the right to delete any portion of the work or services to be performed by CONSULTANT described hereunder. In such event, CONSULTANT’s compensation shall be reduced in proportion to the percentage of work or services actually deleted.
- 2. Compensation.** For its services hereunder, CONSULTANT shall be compensated as set forth in Attachment “A.” However, in no event shall CONSULTANT be paid in excess of the fixed price or “not to exceed” proposal contained in Attachment “A,” unless prior to commencing any additional services, the CONSULTANT has submitted a fixed price or “not to exceed” proposal for the additional services and the DISTRICT has given prior written approval to CONSULTANT to perform those services.
- A. **Final Payment:** Within thirty (30) days of a Notice of Completion being issued and/or when CONSULTANT’S work/services under this Agreement are finally complete, whichever is later, CONSULTANT shall submit to the DISTRICT a request for final payment. Each request for payment shall include all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the DISTRICT shall pay the CONSULTANT within thirty (30) days thereof.
- B. **Withholding Payment:** DISTRICT may withhold any current or future payment, in whole or in part, or decline to make any payment, to protect the DISTRICT from any claim, damage or other loss arising from or related to the performance of, or failure to perform by, CONSULTANT under this Agreement.
- C. **Audit:** All of the foregoing is subject to the right of the DISTRICT to audit all requests for payment, including the books and records of the CONSULTANT in connection therewith. CONSULTANT shall maintain (and shall require its subconsultants to maintain) any and all records, documents and data pertaining to the services provided hereunder for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon 48 hours written request by DISTRICT. The records shall be available at CONSULTANT's address indicated for receipt of notices in this Agreement. Where DISTRICT has reason to believe that such records or documents may be lost or discarded, DISTRICT may, by written request by any of the above-named officers, require that custody of such records and documents be given to DISTRICT and that such records and documents shall be maintained by DISTRICT. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.
- 3. Time.** CONSULTANT shall complete the services described in Attachment “A” hereto pursuant to the time schedule set forth in Attachment “A.” CONSULTANT shall perform and complete all other services hereunder expeditiously, and in accordance with the dates set forth in Attachment “A,” and, if applicable, any schedule or

schedules which may pertain to a particular project as may be issued in writing from time to time to CONSULTANT by DISTRICT. Time is of the essence in this Agreement. Neither CONSULTANT nor DISTRICT shall be liable to the other for delay in performing under this Agreement, or for the direct or indirect cost resulting from such delay, if such delay is directly caused by labor strike, riot, public disturbances, war, fire, extraordinary weather conditions or natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party, provided that the party asserting such an event as a cause of delay shall give the other party written notice of the same within five (5) days of the occurrence of the event giving rise to the delay.

- 4. Termination For Convenience.** The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONSULTANT. Upon notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement and shall promptly deliver to the DISTRICT copies of all information prepared pursuant to this Agreement. In that event, DISTRICT shall pay CONSULTANT only the following amounts: (A) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (B) the direct costs, if any, actually incurred and/or paid by CONSULTANT for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the work and/or services of the CONSULTANT under this Agreement; and (C) a ten percent (10%) markup on the direct costs as described in "(B)".
- 5. Termination for Default.** If CONSULTANT fails to perform any of its material obligations under this Agreement, and if such default is not cured within five (5) calendar days' notice from DISTRICT to CONSULTANT, in addition to all other remedies provided by law, DISTRICT may, at its sole option, (i) immediately terminate this Agreement; (ii) provide any funds, make any reasonable payments, and make any reasonable purchases necessary to cure any such default, and deduct the costs thereof from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise; (iii) take possession of all materials purchased and/or provided by CONSULTANT to perform its services, and obtain from CONSULTANT working copies of all project documents prepared by CONSULTANT for the purpose of allowing DISTRICT or another consultant to complete the services or any portion thereof, all of which materials and documents CONSULTANT hereby assigns to DISTRICT effective upon any such default by CONSULTANT; (iv) employ any other person, persons or consultants to complete the services or any portion thereof in whatever reasonable manner DISTRICT may deem expedient; and/or (v) if DISTRICT deems that it is not in its best interests to correct defects or deficiencies in the services, materials or documents supplied or provided by CONSULTANT, DISTRICT, at its sole option, may accept such defective or deficient services and deduct the diminution in value from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise.

6. CONSULTANT Information

- A. Property of District: All reports, documents, work product, and other materials (collectively "Work Product") developed, prepared or discovered by CONSULTANT or any other party engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of DISTRICT without restriction or limitation upon their use by DISTRICT. CONSULTANT hereby assigns to DISTRICT all rights, title and interest in all copyrights, trademarks, patents and rights to ideas in and to all versions of the Work Product. CONSULTANT agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any actions which would impair those rights. CONSULTANT's responsibilities include, but are not limited to, placing proper notices of copyright on all versions of the Work Product and refraining from disclosing any version of the Work Product to any third party without DISTRICT's prior written consent. Unless otherwise provided in writing, the DISTRICT shall have full ownership and control, including ownership of any copyrights, of all Work Product.
- B. Public Records Act: All proprietary and other information received from CONSULTANT by the DISTRICT will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the DISTRICT, the DISTRICT shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT will then have five (5) days from the date it receives such notice to enter into an agreement with the DISTRICT, satisfactory to legal counsel for the DISTRICT, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the DISTRICT in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual

“trade secret” designation of such information. Failure to timely respond or enter into an acceptable agreement shall be deemed to have waived of any rights regarding the information designated “trade secret” by CONSULTANT, and such information will be disclosed by DISTRICT pursuant to applicable procedures required by the Public Records Act.

- C. **Termination:** Upon the request of DISTRICT, or upon the termination or expiration of this Agreement, CONSULTANT shall immediately deliver to DISTRICT all reports, documents, and other work performed by CONSULTANT under this Agreement, Work Product, including, but not limited to, all Work Product prepared, developed or stored by or on any computer (e.g., all information on disks, diskettes, or computer-related media). CONSULTANT may retain copies thereof for its files and internal use. The DISTRICT will hold harmless the CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project or engagement associated with this Agreement unless the DISTRICT obtains a validation of that use or reuse from the CONSULTANT.
- D. CONSULTANT shall cause each of its subconsultants to comply with each provision of this Section 6 applicable to CONSULTANT. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. Access to Work Product. Duly authorized representatives of the DISTRICT shall have right of access to CONSULTANT’S technical plans, files and records relating to the performance of the services hereunder subject to 48 hours written request to access the identified information or Work Product.

8. Licenses, Permits, Etc. CONSULTANT represents and warrants to the DISTRICT that CONSULTANT has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement.

9. Independent Contractor Not Agent.

- A. CONSULTANT (including CONSULTANT’S employees) is an independent contractor and no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT’S employees or assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONSULTANT will be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold the DISTRICT harmless from claims by any of CONSULTANT’S employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore 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 CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of the DISTRICT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use the DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT’S sole discretion based on the CONSULTANT’S determination that such use will promote CONSULTANT’S efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that CONSULTANT use the DISTRICT facilities, equipment or support services or work in the DISTRICT locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. 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 CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT’S employees, assigned personnel and subcontractors.
- D. Except as the DISTRICT may specify in writing, CONSULTANT and CONSULTANT’S personnel shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the District to any obligations.

10. Disqualified Employees. CONSULTANT shall ensure that persons who perform services on District or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87011. If the DISTRICT, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove such person(s) immediately upon receiving notice from the DISTRICT of the desire of the DISTRICT for the removal of such person(s).

11. Indemnification. To the fullest extent permitted by applicable law, CONSULTANT shall defend, indemnify, and save harmless District (including their inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, sub consultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, CONSULTANT'S work or services to be performed under this Agreement, including, but not limited to personal injury to any person, death to any person, damage to any property, penalties, infringement of patent rights, claims and liens for labor performed or materials used or furnished to be used on the Work, failure to comply with the provisions requiring insurance, any violation by CONSULTANT of any law, order or regulation arising out of or resulting from this Agreement, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused, in whole or in part, by any negligent act or omission of District or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

The obligations set forth in this section shall not be limited by the insurance requirements set forth herein.

CONSULTANT'S indemnification obligations shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants or independent contractors who are directly responsible to District, or for defects in design furnished by such persons. It is intended that this Article shall comply with California Civil Code § 2782, *et seq.*, to the extent applicable to the CONSULTANT'S obligations as set forth in this Article. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

12. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall provide the District additional insured endorsements that name the DISTRICT as an additional insured on the CONSULTANT'S General Liability policy and Automobile Liability policy.

A. Minimum Scope of Insurance: Coverage shall be:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
4. Professional Liability (Errors and Omissions). Insurance against loss due to error, omission or malpractice, unless waived in writing by the District, with \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

B. Other Provisions: If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of CONSULTANT'S services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT.

CONSULTANT'S insurance coverage shall be primary insurance with respect to the DISTRICT. The CONSULTANT's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONSULTANT'S insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONSULTANT shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, CONSULTANT shall furnish copies of any and/or all of the required insurance policies.

13. Liability of District. DISTRICT's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

14. Equal Opportunity. CONSULTANT shall comply with the Executive Order 11246 as currently amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations." CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not unlawfully discriminate on the grounds of ethnic group identification, race, color, gender, gender identity, gender expression, sex, sexual orientation, sexual identity, pregnancy, childbirth or related medical condition, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status as defined in Section 12926 of the California Government Code. In all solicitations made by CONSULTANT for work to be performed under any subcontract, CONSULTANT shall notify each potential subcontractor or supplier of CONSULTANT'S obligation under this Agreement and the Regulations. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

15. Compliance with Laws; Attorneys' Fees; Successors. CONSULTANT shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. This Agreement shall be governed by the laws of the State of California excluding its choice of law rules. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein.

16. ADA Standards. CONSULTANT represents and warrants that any software/hardware/communications system/equipment (collectively "technology") provided under this Agreement adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. Technology that will be used on a mobile device must also be navigable with VoiceOver on iOS devices in addition to meeting WCAG 2.0 level AA.

If portions of the technology or user experience are alleged to be non-compliant or non-accessible at any point, DISTRICT will provide CONSULTANT with notice of such allegation and CONSULTANT shall use its best efforts to make the technology compliant and accessible. If a state or federal department, office or regulatory agency, or if any other third party administrative agency or organization ("Claimants"), make a claim, allegation, initiates legal or regulatory process, or if a court finds or otherwise determines that technology is non-compliant

or non-accessible, CONSULTANT shall indemnify, defend and hold harmless the DISTRICT from and against any and all such claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to Claimants' claims.

CONSULTANT shall also fully indemnify Institution for the full cost of any user accommodation that is found to be necessary due to an identifiable lack of accessibility in the CONSULTANT's technology. If necessary, an independent 3rd party accessibility firm using POUR standards (Perceivable, Operable, Understandable and Robust) may be used to validate the accessibility of the technology.

17. Integration, Amendments. Along with Attachment "A" and the Student Record Addendum (if any), this is an integrated agreement and contains all of the terms, considerations, understanding, and promises of the Parties. It shall be read as a whole. All amendments to this Agreement must be in writing and signed by an authorized representative of both Parties.

18. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Attachment "A," or any other document included herein, the provisions of this Agreement shall govern. Notwithstanding any express or implied language to the contrary in Attachment "A" or any other document attached hereto, there shall be no limits on the DISTRICT'S ability to recover damages from CONSULTANT in the event of any claim, action, lawsuit or other legal action by the DISTRICT against CONSULTANT, and any language purporting to impose limits on recovery of damages is null and void, including any language purporting to increase liability for damages in exchange for additional payment or compensation to CONSULTANT.

19. Notices. Any notices to Parties required by this Agreement shall be delivered, faxed or mailed, U.S. First Class postage prepaid addressed as follows:

LOS RIOS COMMUNITY COLLEGE DISTRICT
Director, General Services
1919 Spanos Court
Sacramento, CA 95825
Phone: 916-568-3057 FAX: 916-286-3636
Phone: _____ Fax: _____

CONSULTANT Social Security/Federal ID # _____

Check One: Sole Proprietorship Partnership Corporation

Either Party may amend its address for notice by notifying the other Party in writing. Each Party must provide the other with any and all updates to the above addresses.

20. Solicitation/Conflicts of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making this Agreement. CONSULTANT certifies that it has disclosed to DISTRICT any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise DISTRICT of any actual, apparent or potential conflicts of interest that may develop subsequent to the Date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest as may be required by applicable law.

21. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

22. Severance. If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal,

invalid or unenforceable, a provision will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

23. Waiver. CONSULTANT agrees that a waiver by District of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONSULTANT and/or the failure of the DISTRICT to object to any aspect of the work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

LOS RIOS COMMUNITY COLLEGE DISTRICT

Date: _____

Date: _____

By: _____

By: _____

Rose Ramos
Associate Vice Chancellor, Finance

Name: _____

Title: _____