



**CITY OF  
WALNUT  
CREEK**

RFP # 2025-001-PD

REQUEST FOR PROPOSAL (RFP)

**Parking Citation Management Services**

City of Walnut Creek

Police Department

**DATE ISSUED:** January 7, 2025

**DATE DUE:** January 28, 2025 by 5:00 PM PST

**CONTACT:** James Stone, Business Manager

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Walnut Creek, CA 94596

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## INTRODUCTION

The City of Walnut Creek ("City"), California, is seeking proposals from qualified vendors ("Vendors") with proven experience in PARKING CITATION MANAGEMENT SERVICES for furnishing parking citation processing services and equipment as stated herein. The required services and performance conditions are described in the Scope of Work and are to include an integrated software and hardware service solution to parking citation and payment processing. The preferred solution will include hand-held computers for ticket issuance and data download with real-time, online access for specified City employee to citation information and citation status on a user-friendly reporting structure. A complete package of citation issuance, processing, collection, reporting, hardware and software maintenance is required. The program and service must also accept and support hand-written citation forms, citation tracking, payment acceptance, appeal processing, collections, and equipment. The intent is to quickly, efficiently, and proactively manage all parking citations with a **high level of customer service**.

The purpose of this request for proposals (RFP) is to provide information to prospective firms detailing the services desired by the City, the City's expectations relative to qualifications and the proposal content. This information is intended to enable firms to submit proposals to provide professional parking citation management services for the City of Walnut Creek.

The City will use the results of the RFP process to award a service agreement for a minimum term of three (3) years, unless earlier terminated as allowed for in the agreement. The Standard City of Walnut Creek Consultant Services Agreement is attached and incorporated herein as Exhibit B.

This set of services will be awarded to one firm. This RFP is for the selection of a firm to provide professional services, and the City reserves the right to reject any and all proposals for any reason.

## BACKGROUND

The City of Walnut Creek, located in the east San Francisco Bay Area, is a city of approximately 70,000 residents and is a retail, cultural, and recreational destination for people throughout the Bay Area. Walnut Creek, California is a thriving suburban community located just 25 miles east of San Francisco. Its 70,000 residents enjoy an exceptional quality of life that has become a hallmark of the City.

Known for being a well-planned city, downtown Walnut Creek is a premier retail shopping district in the San Francisco Bay Area and home to a wide range of first-class retailers, fine

dining restaurants and award-winning entertainment venues. Downtown retailers include Nordstrom, Apple, Louis Vuitton, lululemon, and many others. In addition, the City-owned and operated Leshner Center for the Arts attracts 350,000 patrons annually and presents more than 800 productions and events a year. Walnut Creek is also home to the acclaimed Lindsay Wildlife Museum, the Ruth Bancroft Garden and the Gardens at Heather Farm. The City's leisure services program offers residents and visitors of all ages a remarkable range of recreation opportunities: two swim centers, two community gymnasiums, tennis courts, softball and soccer fields, an 18-hole municipal golf course, 22 parks, and an equestrian center. The City also owns more than 2,600 acres of public open space and serves as the gateway to Mt. Diablo State Park and the surrounding foothills.

The City of Walnut Creek issued approximately 52,000 parking enforcement citations in 2023 and we project 60,000 citations by the end of 2024. We currently have approximately 1,600 parking spaces which are served by approximately 950 meters in our busy downtown core, several city-owned garages, various private parking issues, and Residential Parking Permit enforcement. Processing requirements are to begin with the issuance of the citation and processed according to the requirements of the California Vehicle Code (CVC) up to and including collections, as necessary.

## SCOPE OF WORK

### General Information:

The City is interested in obtaining a vendor whose business practices align with the Scope of Services and Performance Standards as outlined in Exhibit A, attached hereto and incorporated herein. The services provided by the Vendor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, and statutes.

The Vendor shall be responsible for retaining data, records and documentation for the preparation of the required information. These materials shall be made available to the City as requested by the City. Manage a system for filing/storing citations in easily retrievable format for a minimum of three (3) years and then dispose in accordance with City direction.

The successful Vendor will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues. These specifications are not all inclusive but are intended for the purpose of giving the vendor a general idea of the City's requirements.

## CONTENTS OF PROPOSAL

**Five (5) copies and one electronic copy** (via CD or USB Drive) of proposals must include the following information in order to be considered:

- A. A Transmittal Letter containing a signature of an officer of the Vendor authorized to bind the Vendor to the terms of the proposal, a statement that the proposal is valid for 120 days and a statement of whether any potential conflict of interest exists.
- B. Statement of Qualifications: Provide a detailed description of similar parking contracts and five current references, including contact information for each client who can verify the information provided.
- C. Contract Approach & Project Schedule: A detailed description of how the Vendor proposes to approach this Parking Citation Management Services contract shall include sufficient discussion of proposed methodologies, techniques/ procedures, and report samples for work items listed in the Scope of Work, Section 3. Provide a breakdown and description of the process, along with a proposed timeline, to convert from the current citation process vendor to the new service. Clearly indicate the number of meetings with City staff that will be provided, and the timing and purpose of those meetings.
- D. Unless earlier terminated as allowed for in the agreement, contract term shall be for a period of three (3) years. The contract term is anticipated to commence after the interview process with the City vendor interview team. Based on the results of the interview, City staff will make a recommendation to the City Council for approval.

The Vendor shall be capable of providing experienced, knowledgeable and professional staff. The Vendor shall be responsive and maintain excellent working relationships with city residents, businesses, government officials and City staff. The Vendor shall provide adequate staffing levels at all times and adhere to established schedules.

- E. Pricing Proposal: The City will consider fee in its overall evaluation of the proposals. Proposals shall include a completed Pricing Proposal form. Proposals submitted without a fully-completed Pricing Proposal will not be considered.
- F. Confirm your ability to meet the minimum contract & insurance requirements set forth in the Agreement in Exhibit B, and the Insurance Requirements 2-4, attached and incorporated herein as Exhibit E.

- G. Any other material that may assist the City in understanding your Vendor's services and capabilities.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any informality or technical defect in the proposal. Five copies of the proposal and one electronic copy (via CD or USS Drive) are due by **5:00 p.m. on 12/10/2024**. Late submittals will not be considered and will be returned unopened. Proposals not actually received by the City at the physical address by this time, regardless of when they were submitted, will be automatically rejected and not considered.

The proposals can be delivered or mailed as follows:

Submit five (5) hard copies and/or one (1) electronic copy via USB drive to:

City of Walnut Creek  
Attn: Budget Manager James Stone, Walnut Creek Police Department  
1666 North Main Street  
Walnut Creek, CA 94596

*Email submittals will not be accepted.*

All proposals submitted shall be valid for a minimum period of one-hundred and twenty (120) calendar days following the last date established for proposal submission. Proposals may be withdrawn on written request from the proposer at the address shown in this solicitation prior to the last date for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time set for proposal submission.

## GENERAL REQUIREMENTS AND INFORMATION

The vendor selected pursuant to this request for proposal will be required to comply with the following requirements:

1. A City of Walnut Creek business license number (or the temporary business license number issued to new applicants). All vendors must possess a City of Walnut Creek business license and must have paid all outstanding business taxes, if any. Please contact the Business License Dept. at (925) 943-5821 for additional information or for obtaining a business license application.
2. Must be able to satisfy all requirements pertaining to insurance.

## SELECTION CRITERIA AND PROCESS

Evaluation Criteria:

The City of Walnut Creek will evaluate the proposals based on the following criteria:

- a) Understanding of the Scope of Work to be performed
- b) Qualifications and experience as it relates to the scope of work in this RFP
- c) Vendor's methods and procedures
- d) References and satisfactory record of performance
- e) Sample of work
- f) Project Schedule
- g) Price

City staff will review all submitted proposals to determine those Vendors that best meet the requirements of this RFP and the evaluation criteria listed above. If the City elects to proceed with selection of a vendor, those most qualified may be granted an interview. Based on the results of any interview, the City may negotiate a not-to-exceed fee with the top ranked Vendor. Once negotiations are complete, City staff will make a recommendation to the City Council for approval.

The City reserves the right to select a vendor with or without an interview process or to abandon this RFP. The vendor will be selected based on qualifications and demonstrated competence and the contract may not be awarded to the lowest responsible proposer. Based on the selection and negotiation processes, the top-ranked proposer with whom the City is able to successfully negotiate a contract will be recommended to the City Council for award of a contract. Final selection of a vendor and authority awarding the contract shall be at the sole discretion of the City Council. any contract resulting from this RFP shall not be effective unless and until approved by the City Council.

## PROJECT SPECIFICATIONS.

The requirements as outlined in the Scope of Work (Section 3) of this RFP are to be considered as the minimum, base and core requirements for this project.

Any Vendor wishing to propose additional services, wishing to propose an increase in the scope or quality of services as specified, or wishing to propose alternate compensation structures, are encouraged to submit such proposals, along with proposed cost, as options to be considered.

## NEGOTIATION WITH SUCCESSFUL PROPOSER

Subject to the City's right to reject any and all proposals, the final scope and cost of services to be provided will be negotiated with the highest rated Vendor after completion of the selection process. If it is not possible to negotiate a satisfactory agreement with the highest rated Vendor, that Vendor will be dismissed and negotiations will commence with the candidate with the next highest score, and so on, until an agreement can be reached.

## SELECTION TIMETABLE

The proposal phase schedule is as follows:

City releases RFP	1/7/2025
Deadline for submitting questions	1/23/2025 by 3pm PST
<b>Proposals due</b>	<b>1/28/2025 by 5pm PST</b>
Review of Submittals by	12/20/2024
Vendor interviews	2/04/2025
Contract negotiations commence	2/11/2025
City Council considers award of contract	2/18/2025

The City reserves the right to modify, extend, shorten, or otherwise cancel the dates in this timetable at its sole discretion.

## QUESTIONS

Questions regarding this RFP should be submitted in writing and directed to Budget Manager James Stone via e-mail at [Stone@walnutcreekpd.com](mailto:Stone@walnutcreekpd.com) or Police Services Manager Mardy Beggs-Cassin via [Cassin@walnutcreekpd.com](mailto:Cassin@walnutcreekpd.com), no later than **3:00PM PST on 1/23/2025**.

Any irregularities or lack of clarity in this solicitation should be brought to the City's attention as soon as possible so that the corrective addenda may be furnished to proposers if deemed necessary by the City. The City may provide addenda to this RFP with answers to questions received, or additional amendments to this RFP based on questions received, within the timeframes specified in this RFP at its sole discretion and in equal treatment of all respondents to this RFP.

The City of Walnut Creek reserves the right to reject any and all proposals. The City looks forward to your response to this Request for Proposals.

NOTE: This RFP, subsequent addendums, and all attachments are available online at the City of Walnut Creek's website at <https://www.walnutcreekca.gov/business/bid-on-a-city-project>. All interested vendors must register as a document holder to receive updates regarding this RFP.

## TERMS OF RFP AND OTHER REQUIREMENTS

Respondent understands and acknowledges that the representations below are material and important and will be relied on by the City in evaluation of the proposal. Submission of a response to this RFP shall constitute an agreement to all terms and conditions specified in the RFP.

### **General Conditions**

1. The City reserves the right, at its sole discretion, to alter, amend, modify or cancel this solicitation at any time, including the modification of the deadlines and schedule and/or the scope of work, or to withdraw this solicitation, in whole or in part, at any time prior to the award of a contract pursuant hereto.
2. All proposals will become the property of the City of Walnut Creek and will not be returned to Vendors. Vendors are advised that all documents submitted with their proposals are public records open to inspection without redaction, and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site ([www.ca.gov](http://www.ca.gov)).
3. The City of Walnut Creek reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, Vendor, or organization.
4. This RFP is not an offer by the City to contract with a proposer responding to this RFP. This RFP does not commit the City to award a grant, enter into an agreement, to pay any costs incurred in the preparation of a proposal for this RFP or any related submittal materials or to procure or contract for any services. Each respondent submitting a proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are the respondent's sole responsibility and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the respondent.
5. The City reserves the right to reject any proposal based upon the respondent's prior history with the City or with any other party, which documents, without limitation,

unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and any respondent. The City is not obligated to select an respondent with no or unsatisfactory related experience.

6. By submitting a proposal, proposer represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that proposer has conducted such additional investigation as it deems necessary and convenient, that proposer is capable of providing the services requested by the City in a manner that meets the stated objectives and specifications as outlined in this RFP, and that proposer has reviewed and inspected all materials submitted in response to this RFP. Once the proposer has been selected, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for selected proposer to request additional compensation. The City and selected Consultant may agree to add additional work to the Scope of Work by a later agreement. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.
7. In addition, the City reserves the right to request and obtain additional information from any Vendor submitting a proposal, and to negotiate the final scope of services with the selected Vendor. The City is not liable for any costs incurred by Vendors prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Vendor in responding to the RFP are entirely the responsibility of the Vendor, and shall not be reimbursed in any manner by the City of Walnut Creek. No materials or labor will be furnished by the City.
8. The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.
9. If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.
10. The City reserves the right to obtain written clarification of any point in a Vendor's proposal or to obtain additional information necessary to properly evaluate a particular

proposal. Failure of a Vendor to respond to such a request for additional information or clarification may result in rejection of the Vendor's proposal.

11. Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Vendor's proposal not being reviewed.
8. City of Walnut Creek reserves the right, without qualification, to select a Vendor for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
9. Elaborate brochures, sales literature, and other presentations beyond that which is sufficient to present a complete and effective response are not desired.
10. The Vendor's proposal shall not be made contingent upon uncertain events or engineering, which shall not have occurred until after the RFP is completed.
11. In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Vendors who received an original invitation to bid via email OR responded to us with their contact information as described on the cover letter of this RFP. Changes to the RFP shall be accomplished by an amended page or pages.
12. Only the City Council of Walnut Creek can legally commit to the expenditure of funds in connection with this proposed procurement. Only the City Manager, or his designee, after being duly authorized by the City Council, may execute the Parking Citation Management Services Contract with the successful Vendor. Further, it is understood that respondents must independently evaluate the information in the RFP and that the City makes no guarantee of date accuracy.

### **Nondiscrimination**

By submitting a response pursuant to this RFP, a respondent represents that it and its subsidiaries and any proposed individual subconsultants do not and will not discriminate against any employee or respondent for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age or medical condition.

### **Public Records**

All documentation and/or materials submitted with the response/proposal shall remain the property of the City, treated as a public record, and will not be deemed confidential or proprietary. In the event that a proposer desires to claim portions of its proposal as exempt from disclosure as proprietary material or trade secret, it is incumbent upon the proposer to clearly identify those portions as proprietary or trade secret by marking the top of each sheet of the submittal with the following legend:

“CONFIDENTIAL INFORMATION”

If a request is made for information marked “confidential”, the City will provide the respondent who submitted such information with reasonable notice to allow the respondent to seek protection from disclosure by a court of competent jurisdiction.

Please note that although the California Public Records Act recognizes certain confidential proprietary/trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a proposer submits is a trade secret or proprietary. If a request is made for information marked trade secret or proprietary, and a requester takes legal action seeking release of the materials it believes does not constitute proprietary or trade secret information, by submitting a proposal in response to this RFP, a proposer agrees to indemnify, defend and hold harmless the City, its officials, representatives, agents, and employees, from any judgment, fines, penalties, and award of attorneys’ fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the conclusion of the RFP or City’s award of a contract if any.

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**Execution of Consultant Services Agreement**

By submitting a response to this RFP, the selected Consultant agrees to execute the Consultant Services Agreement with the City in the form attached to this RFP as Exhibit C and incorporated herein. Respondents must be prepared to enter into the agreement under the standard terms, accept the indemnification obligations, and be able to provide the required insurance at its sole cost and expense. Any final contract must include the City’s standard insurance and indemnification requirements. If the City is unable to negotiate a satisfactory agreement with the top-ranked consultant, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the City may elect to negotiate with the next qualified consultant. The City reserves the right to negotiate any and all terms of the Consultant Services Agreement and task orders, including the Term, Scope of Service and Compensation, with any Consultant or no consultants.

The selected Consultant is required to provide a valid City business license number prior to contract approval. Please note that changes to the selected Consultant’s project personnel shall not be allowed without prior written approval by the City.

**PRICING PROPOSAL**

<b>Item</b>	<b>Description</b>	<b>Cost</b>	<b>Unit</b>
1	Parking Citation Processing – Automated	\$	Each
2	Parking Citation Processing - Handwritten	\$	Each
3	Postage, Printing, and Handling - First Notice	\$	Each
4	Postage, Printing, and Handling - Second Notice	\$	Each
5	Partial Payment Notice	\$	Each
6	Refunds	\$	Each
7	Letters - All types	\$	Each
8	Payment Processing,	Included	
9	All Credit Card Service Charges and Fees Borne by Vendor	Included	
10	Handheld Citation Issuance Machines (including software, training, maintenance, etc.) Include make/model.	\$	Each
11	Percentage of delinquent collections kept (Optional)		%
12	Percentage of FTB Collections Kept (Optional)		%
13	Phone Support and Web Access	Included	Mo
14	Hearing Fees	\$	Each
15	Resorts	Included	MO
16	Out of State Processing	\$	Each
17	List all other fees/convenience charges below, if any:	\$	Each
18	Any costs associated with the move from current vendor	\$	Each
19	Any/all costs not included above	\$	Each

## EXHIBIT A – SCOPE OF SERVICES AND PERFORMANCE STANDARDS

Professional Services shall include, but are not limited to the following:

1. Automated Transfer and Upload of citations issued by the handheld computer using a Web based program requiring no additional equipment to the City for access to the Vendor program.
  - a. Loading of batch files immediately upon transfer;
  - b. Edit capability to correct dates, duplicate citations, violation codes, and fine amounts;
  - c. System to promptly notify City regarding citations unable to be entered for any reason (no violation code, unreadable license, etc.);
  - d. Generate and mail parking violation notice to RO as required by CVC;
  - e. Daily application of late fees to citations;
  - f. Maintain phone notes from citizens/callers within the citation record that can be maintained by both the City and Vendor to view and edit for various fields, such as reviews, hearings, voids, dismissals, changes, etc.
  
2. Data Entry from Handwritten Citations:
  - a. Receive and date stamp weekly batches of all handwritten citations sent by City;
  - b. Enter citation information into the database;
  - c. Batch, record, and verify receipt of all manual citations within two (2) business days;
  - d. Edit capability to correct dates, duplicate citations, violation codes and fine amounts;
  - e. System for filing/storing citations in easily retrievable format for a minimum of three (3) years and then dispose in accordance with City direction.
  
3. Registered Owner Name Retrieval:
  - a. Retrieve data online from the State of California Department of Motor Vehicles (OMV);
  - b. Provide daily access to registered owner information;
  - c. Validate OMV makes upon return of registered owner information from OMV to ensure proper make of vehicle issued citation;
  - d. Review OMV "No Hit" list to ensure that license plate and state have been entered correctly.
  
4. OMV Registration Holds/Releases:
  - a. Process OMV holds or releases daily;

- b. Access OMV records online;
  - c. Capability to release registration holds upon City's request;
  - d. Report monthly holds and payments made at OMV;
  - e. Immediate update of database with monthly payment information from OMV.
5. Out-of-State Registered Owner Retrieval from State OMV:
- a. Maintain regularly scheduled communications with OMV offices in all states;
  - b. Maintain ability for successful communications with the Transportation Ministries in Canada and Mexico that permit registration and name acquisition;
  - c. Mail collection letters;
  - d. Communicate with individuals outside of the United States who were issued a parking citation by the City.
6. Automated processing of Administrative Review Requests:
- a. Vendor shall provide tracking and correspondence for all administrative review;
  - b. Vendor shall enter and maintain database of all administrative reviews, showing current status of each request. System must be integrated with parking citation issuance and processing system. Ensure a result is received for each correspondence;
  - c. Administrative review requests must be entered into the system within two (2) business days from date of receipt;
  - d. Provide inquiry capabilities for citations in the administrative review process;
  - e. Print and mail (by first class mail) all administrative review result letters;
  - f. Notify the City of citations that have been successfully dismissed through the review process and have had payments processed, (or are cancelled) so the City can issue a refund;
  - g. File and store all source documents for ease of retrieval;
  - h. Provide staff (M-F 07:00AM-6:00 PM) to respond to telephone inquiries regarding how to contest a violation, determine outstanding penalty amounts or delinquent fees, identify time frames, and any other pertinent information in order to contest a citation by mail or in- person;
  - i. Link the hearing tracking system to the citation database in real time to obtain citation information such as citation issue date, delinquent date, amount owed, and other citations open with the same license plate numbers;
  - j. Ensure that the computer system is capable of recording data and comments for historical background, suspending action while appeals are under investigation, sort citations by type of violation and/or defense, record case decisions, generate letters and use customized liability reason codes;

- k. Provide monthly report of review results by citation number.

7. Administrative Hearings:

- a. Provide tracking and correspondence for all administrative hearing requests;
- b. Vendor shall enter and maintain a database of all administrative hearing requests, showing current status of each request. System must be integrated with parking citation issuance and processing system. Ensure a result is received for each correspondence;
- c. Schedule Administrative hearings and forward schedule to the City;
- d. Print and mail (by first class mail) customized hearing notification letters for the City;
- e. Respond to inquiries for the City and the public regarding date of hearing, mailing date, location of hearing and directions to hearing location;
- f. Re-send letters should room or date changes be necessary;
- g. The Hearing Officer will forward results of Administrative Hearing to the Vendor;
- h. Letters regarding the results of Administrative Hearings will be mailed by the Vendor;
- i. When a refund is appropriate, the Vendor shall provide information to the City and the City will issue the refund;
- j. Provide monthly report of review results by citation number;
- k. Handle all processes necessary for Level III Hearing and provide all supporting documentation to the City within two business days of receiving request by citizen.

8. Payment Processing:

- a. Provide a separate Post Office Box for the City where payments, administrative review correspondence, and other documents are to be mailed;
- b. Provide mail pick-up from post office at least once per day (normal business days; city holidays excluded);
- c. Sort and batch all incoming mail by postmark date for payment posting;
- d. Enter and process payments received within one (1) business day, including opening all mail received, verifying payment amounts, updating computer system, and making daily bank deposits in the City's designated bank account;
- e. Conduct daily reconciliation of all payments entered with bank deposits;
- f. Provide daily reporting of bank deposits made for the City;
- g. File and store all source documents in an easily retrievable system; preserve envelope postmark information on all late payments;

- h. Track rebilling on partial payments, checks returned for insufficient funds upon notification from the City, vehicle change of ownership, and leased vehicle information;
  - i. Provide for payment by credit card (Visa and MasterCard) and be capable of securing authorization from the banking institution. Payments made by credit card are to be immediately updated in the database in real time. Payments will be made by automated telephone system;
  - j. The Vendor will have the ability to accept payments via the Internet.
9. Handheld Equipment:
- a. Provide twelve (12) water-resistant hand-held parking citation devices (including camera, voice recorder, and printer) with maintenance agreement and software to upload citations and necessary training for parking staff. Device to contain internal GPS and capability to flag previously issued warnings to parker. Handhelds should include capability for pay-by phone apps;
  - b. Devices to include the ability to update lists of scofflaw files on a daily basis.
10. Reports:
- a. The vendor shall be responsible for providing regular daily, weekly and monthly reports on demand to the issuing agency within three working days of the report being requested;
  - b. As other reports may be required, the vendor shall be capable, at a minimum, of producing reports relating to scofflaws, open citations, bank deposits and citation dispositions. The vendor must be capable of delivering these reports to the City on an agreed schedule.
  - c. The Vendor shall provide duplicate, replacement, or special reports at no additional cost to the City;
  - d. Copies of citation abstracts shall be provided to violators at no cost upon request;
  - e. The following vendor reports are required monthly: Repeat offender list (5 or more) or hot sheet, citation analysis by officer, citation analysis by violation, citation status report, out of state status, out of state revenue, distribution revenue summary, violation statistics, violation analysis by officer, monthly citation statistics, yearly statistics of issuance, citation summary report, bail payment summary report, OMV citation cleared with bail (collected), OMV citations cleared without bail (not collected), OMV registration hold listing, refunds report, citations report for uncollectable cites referred to FTB, license

plate number to citation number cross reference reports sorted by license and citation. Provide an online report generation capability;

- f. Provide additional reports monthly as may be needed by management or auditors;
- g. Submit a sample of the standard reports used with bid proposal.

11. Correspondence Processing:

- a. All correspondence shall be processed within two (2) business days from date of receipt;
- b. Obtain approval from the City on all standard forms, notices of delinquent violation, and correspondence. The Vendor must ensure that all forms conform to applicable State and Federal laws.
- c. Submit copies of standard forms, notices of delinquent violation, and other types of standard correspondence with bid proposal.

12. Toll-Free Telephone Service:

- a. Provide a toll-free telephone number 24/7 for credit card payments;
- b. Operate toll-free telephone service 7AM-6PM, M-F, holidays excluded, for citation inquiries or payments. Ensure that customer service representatives are available to provide instructions and information on general parking policies, procedures and administrative adjudication procedures for the City.

13. Automated Voice Response System:

- a. Provide a customized recorded voice response system in English and Spanish to convey information on:
  - i. How to pay and contest violations;
  - ii. Registration violation information;
  - iii. Mail address information;
  - iv. Ensure that the automated telephone system is capable of receiving a minimum of 500 incoming calls per month. Planned downtime must be between midnight and 4AM.

14. Custom Notices and Letters:

- a. The Vendor shall provide the necessary postage, correspondence and stock forms to meet all applicable State and local laws and regulations for citation processing and adjudication;
- b. Vendor will provide samples of mailings and return envelopes with proposal; envelopes to be clearly labeled as a parking notice;

- c. Ensure that Delinquent Notices are generated per CVC regulations. Delinquent Notices generated will be mailed at least once a week by first class mail to registered owners;
- d. Ensure that returned check notices are mailed by first class mail to individuals immediately upon notification from the City that a check has been returned for non- payment. The notices will state the amount of original penalty, delinquent amount, and the appropriate returned check fee;
- e. Ensure that partial Payment Notices are sent by first class mail to those who do not pay the full penalty amount. The notice should indicate the amount that was paid and the balance that is due in a very notable envelope;
- f. Communicate with violators in a timely manner by mail in response to correspondence such as incomplete registration, citation, or payment information;
- g. The vendor shall be required to send notices to lessees of cited vehicles when provided with the information provided on "Certificate of Non-Ownership".

15. Online Inquiry Access:

- a. Design and implement an online inquiry system to allow access to the citation database by designated City employees;
- b. The on-line inquiry system must provide real time access to all citation information including registered owner information, payment information, and administrative adjudication history.

16. Support:

- a. Provide staff for all aspects of processing parking citations, including any changes related to new Federal, State, or local legislation. Days and hours of operation shall be consistent with normal business hours Monday - Friday unless otherwise approved.
- b. Provide on-going support to the City to access and interface with the parking citation database with one main contact representative;
- c. Vendor shall provide user's manual which includes step-by-step instructions for accessing computer database information and a list and description of any and all codes used in screens accessed by the issuing agency;
- d. Provide technical support /troubleshooting assistance via a 24/7 service desk for any and all hardware and software used by the City.

17. Collections:

- a. Vendor must be able to interface with the Interagency Intercept Program (FTB) for collection of delinquent fees. Include details of your delinquent collections program.

18. Contract Requirements:

- a. No portion of the contract shall be permitted to be subcontracted to another private or public agency without express written approval from the City. Vendors must disclose the nature of work being subcontracted and the name of the private or public agency;
- b. All processing functions performed shall be completed within two business days after receipt from the agency;
- c. Vendor shall comply with all requirements of the State of California Vehicle Code (CVC) in regard to processing and adjudication of citation records sent by the City;
- d. Vendor shall provide necessary on-site training and support for City staff to retrieve information stored in the computer system.

19. Other:

- a. Attend City meetings as needed or when requested at vendor's expense. This includes but not limited to, transportation, lodging, meals, and staff time;
- b. Vendor shall comply with California Vehicle Code Section 40200.3 (b), regarding the Annual Report. The City may audit the report at its own expense;
- c. Ensure that no information associated with the notice of parking violation system is disclosed to anyone other than the City for any purpose other than the collection of penalties, fines and fees. The vendor will ensure compliance with appropriate State and Federal regulations pertaining to the confidentiality of information.

20. Provide adequate system security and back-up provisions:

- a. Ensure that all systems are backed up daily to safeguard data in the event of a power outage or natural disaster;
- b. Transfer and store off-site all backups of data for disaster recovery;
- c. Provide an exceptional level of transparency, ethics and customer service in representing the City of Walnut Creek's interests to all citizens, state and federal officials, staff and agencies.

EXHIBIT B – STANDARD CITY OF WALNUT CREEK CONSULTANT SERVICES  
AGREEMENT

**City of Walnut Creek**

**CONSULTANT SERVICES AGREEMENT**

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 2025, between the City of Walnut Creek, a California municipal corporation (“City”), and \_\_\_\_\_ (“Consultant”).

**RECITALS**

- A. The City wishes to contract for professional consulting services.
  
- B. Consultant has the skill, experience, ability, background, certification and knowledge to provide the services. The City has reviewed and accepted Consultant’s qualifications.
  
- C. Consultant wishes to perform such professional services under agreement with the City.

NOW, THEREFORE, in consideration of the terms in this Agreement, the City and Consultant agree as follows:

**AGREEMENT**

1. **Services.** Consultant shall provide the professional services described in Exhibit A. The time of performance of the services under this Agreement is important to the City, and the time deadlines identified in Exhibit A shall be strictly construed.

2. **Compensation and Payment.**

a. Compensation. As full consideration for the performance of services under this Agreement, City agrees to pay Consultant, and Consultant agrees to accept from City, an amount not to exceed \$\_\_\_\_\_, including an accounting of time and materials expended for the entire project. Time and materials shall be billed at the rates set forth in Exhibit B.

b. Payment. Consultant shall bill City monthly for work completed, and City agrees to pay the invoice within 30 days of receipt.

c. Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the parties.

3. **Term; Termination.**

a. Term. This Agreement shall begin upon execution by both parties and remain in effect until terminated under subsection (b).

b. Termination. City may terminate this Agreement without cause at any time and for any reason upon 10 days written notice to the Consultant. Upon receipt of any notice of termination, and if requested to do so by the City, Consultant shall stop work at the stage directed by City and shall deliver all drawings, specifications and documentation developed as of that stage. Consultant shall accept as full payment for services rendered to the date of termination a pro rata share of the total Agreement payment based on the portion of work actually performed.

4. **Professional Efforts.** Consultant shall perform all services required in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession.

5. **Responsible Personnel.** Consultant represents that it is fully qualified to perform the services under this Agreement. Consultant represents and warrants to the City that Consultant has, and at all times during the performance of this Agreement shall, maintain all licenses, permits, qualifications, and approvals that are required for Consultant to practice Consultant's profession. Consultant shall assign only competent personnel to perform services under this Agreement. If the City, in its sole discretion, at any time, wishes the removal of any person(s) assigned by Consultant to perform services, Consultant shall remove any such person immediately upon receiving notice from the City.

6. **Facilities and Equipment.** Consultant shall, at its sole cost, expense, and liability; furnish all facilities and equipment that may be required for providing services under this Agreement.

7. **Independent Contractor.** Consultant, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Consultant performs this Agreement and shall only dictate the results of the performance. Consultant shall not represent that Consultant or its agents, employees or independent contractors are agents or employees of the City. Consultant is responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Consultant shall obtain no rights to retirement benefits or other benefits that accrue to City's employees, and Consultant hereby waives any claim it may have to those rights. Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City or to bind the City to any obligation.

8. **Interest of Consultant.** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical areas likely to be covered by this Agreement, or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. Consultant further covenants and represents that, in the performance of its duties; no person having any such interest shall perform any services under this Agreement.

If Consultant is determined to be a “Consultant” or a “designated employee” within the meaning of the Political Reform Act, Consultant will comply with the requirements of that Act by submitting a Statement of Economic Interest Form 700. (2 Cal. Code of Regs. §18701(a)(2).)

9. **Accounting Records.** The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed, and shall make them available at the Consultant’s office during the Agreement period and thereafter for a period of three years from the date of receipt of final payment.

10. **Ownership of Documents and Data.** All data, maps, photographs, and other material collected or prepared under this Agreement, and all documents of any type developed or obtained by Consultant in the performance of this Agreement, shall become the property of the City.

11. **Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant’s performance or failure to comply with obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of the City.

In this section, “City” means the City, its officials, officers, agents, employees and volunteers; “Consultant” means the Consultant, its employees, agents and subcontractors; “Claims” includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8. Except as otherwise authorized by Civ. Code § 2782.8, the cost to defend charged to any “design professional” shall not exceed the design professional’s proportionate percentage fault.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 12 relating to insurance.

12. **Insurance.** Consultant shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - (1) Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001).
  - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
  - (3) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
  - (4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.
  
- b. Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:
  - (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the combined single limit, with completed operations coverage.
  - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim and annual aggregate. If Consultant maintains higher limits than the minimum required by this contract, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the City.

(3) Errors and Omissions/Professional Liability Coverage. Consultant's insurance shall include minimum Extended Reporting Period Coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City

reserves the right to require complete certified copies of all required insurance policies, at any time.

13. **Miscellaneous Provisions.**

a. Notice. Any notice to be given under this Agreement shall be given by enclosing it in a sealed envelope, first-class postage prepaid, and depositing it in the United States mail, addressed to the party at the following address. Notice shall be deemed received three business days after mailing, or upon personal delivery.

CITY: City of Walnut Creek  
Attn: \_\_\_\_\_  
1666 North Main Street  
Walnut Creek, California 94596

CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Assignment. This Agreement contemplates the personal services of Consultant and its employees and it is understood by both parties that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign, subcontract or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the City.

c. Business license. Consultant shall obtain a City business license before beginning work under this Agreement.

- d. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement is voidable at the City's option if this provision is violated.
- e. Governing Law; Venue. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of Contra Costa, California.
- f. Incorporation. The Preamble, the Recitals, Exhibits and all defined terms set forth in both are incorporated into this Agreement by this reference. If there is a conflict between the body of this Agreement and an exhibit prepared by Consultant, the body of the Agreement shall control.
- g. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- h. Authority. All parties executing this Agreement represent and warrant that they are authorized to do so.
- i. Entire Agreement; Amendments. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.
- j. Non-waiver. A party's waiver of any term shall not be deemed a continuing waiver or a waiver of any other term.
- k. Counterparts. This Agreement may be executed in counterparts.

14. **Signatures.**

<p>CITY OF WALNUT CREEK</p>  <p>By: _____ City Manager</p>  <p>Approved as to Form:</p>  <p>By: _____ City Attorney</p>	<p>CONSULTANT</p>  <p>By: _____</p> <p>Its: _____</p>  <p>City business license # _____</p>
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Exhibits:

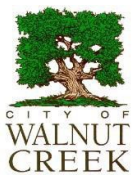
- A Scope of Services (Agreement Section 1.)
- B Rates for time and materials (Agreement Section 2.a.)

## EXHIBIT C – SCOPE OF SERVICES

*[to be completed by staff]*

EXHIBIT D – RATES FOR TIME AND MATERIALS

[to be completed by staff]



## EXHIBIT E – INSURANCE REQUIREMENTS 2-4

### INSURANCE REQUIREMENTS 2-4

Proof of insurance comprised of certificates of insurance and original endorsements of comprehensive general liability, auto liability, and workers' compensation insurance written by one or more responsible insurance companies licensed to do business in California is required.

### Certificate of Insurance

- General Liability
  - \$2,000,000 per occurrence
  - \$4,000,000 general aggregate
  - Certificate Holder: City of Walnut Creek  
1666 Main Street OR 511 Lawrence Way  
Walnut Creek, CA 94596
- **Automobile Liability**
  - \$1,000,000 combined single limit per accident for bodily injury and property damage
- **Workers' Compensation** as required by the Labor Code of the State of California and Employers Liability Insurance **(if applicable)**
  - \$1,000,000 per accident
  - \$1,000,000 per disease or injury
- **Errors and Omissions Liability/Professional Liability (if applicable)**
  - \$1,000,000 per claim and annual aggregate

**ALL Certificates of Insurance MUST have accompanying Endorsements**

### Endorsement(s)

- General Liability
  - Blanket Additional Insured Endorsement
  - Primary and Non-Contributory Endorsement
  - Completed Operations Endorsement (If Contract includes construction elements)
- **Auto Liability**
  - Blanket Additional Insured Endorsement
  - Primary and Non-Contributory Endorsement
- **Workers' Compensation**
  - Waiver of Subrogation

**Examples of Blanket Additional Insured Endorsement Language:**

- “The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers”
- “Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is insured”

All Endorsement **MUST** reference policy numbers.

**The City will not accept a Certificate of Insurance alone as proof of insurance coverage. The certificates and endorsements are to be on ISO-approved forms.**

Insurance Requirements 2-4 (Revised 7/1/2024)