# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT
PURCHASING

**Date: June 20, 2011**

**Addendum #4**

**REQUEST FOR PROPOSAL**
**FORT**
**OPERATION OF THE COSTA MESA POLICE DEPARTMENT'S**
**TYPE I JAIL FACILITY**

This RFP has been amended for the following reasons:

1. To update the schedule
2. To include three new forms that must be completed by proposers
3. To include new procedural sections beginning with section 4 and;
4. To include modifications to the sample agreement included as Exhibit B to the RFP.

**Please sign this Amendment where designated and return the executed copy with submission of your proposal. This amendment is hereby made part of the referenced proposal as through fully set forth therein. Any questions regarding this amendment should be addressed to Richard Amadril, email ramadril@ci.costa-mesa.ca.us.**

**As a reminder, proposal are due on Friday, June 24, 2011 at 4:00 p.m. in the City Clerks Office.**

**Please sign this addendum sheet and return as part of your bid submittal.**

Company name: _____

Representative name (print): _____

Representative signature: _____

Date: _____

Richard Amadril
Purchasing

# REQUEST FOR PROPOSAL

# FOR

# OPERATION OF THE COSTA MESA POLICE DEPARTMENT'S TYPE I JAIL FACILITY

**Police Department**

**CITY OF COSTA MESA**

**NEW VERSION: Released on June 20, 2011**

3041024.3

# OPERATION OF THE COSTA MESA POLICE DEPARTMENT'S

# TYPE I JAIL FACILITY

# REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals, from a qualified public and/or private firm, to establish a contract for the operation of the City of Costa Mesa Department's Type I Jail Facility. The term will be for 3 years with 2 one year option to renew.

## 1. BACKGROUND

On March 1, 2011, the City Council agreed to move forward with a comprehensive review and analysis of outsourcing 18 City services, one of which is Jail Operations, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011.

The City has had a Jail since the original construction of the police facility in 1967. The Jail is a 32-bed, "Type I Jail Facility," as described in the California Code of Regulations, Title 15. The Jail holds inmates, historically male inmates only, prior to court arraignment and/or pending release on Bail, Own Recognizance, Written Promise to Appear, etc. The Jail also houses sentenced inmate-workers, who handle food service and miscellaneous janitorial and maintenance duties.

Since the inception of the Jail, the City Police Department has maintained a reputation for the efficient and effective handling of operations, supervision, and management of the facility. Additionally, the City Police Department is the current entity that ensures suitable hiring and employing practices are carried out and high performance standards are routinely met.

The City Jail staff is responsible for the safety and well-being of all those in their care and custody and adheres to all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, as applicable to a Type I Jail Facility. Additionally, the Jail staff facilitates the transportation of inmates to and from court and to and from other holding facilities.

HISTORICAL BOOKING INFORMATION

The Jail staff, on average, conducts well over 400 bookings a month. The statistical breakdown for the past three years is as follows:

| | **2008** | **2009** | **2010** |
|---|---|---|---|
| Felony | 2,144 | 1,982 | 1,681 |
| Misdemeanor | 3,840 | 3,627 | 3,323 |
| Infraction | 40 | 33 | 18 |
| Unknown | 46 | 31 | 38 |
| **TOTAL** | **6,070** | **5,673** | **5,060** |

Moreover, the City Jail books and houses a number of drunk in public arrests, which on average are about 40-per month. The statistical breakdown for the past three years is as follows:

| | 2008 | 2009 | 2010 |
|---|---|---|---|
| Drunk in Public Bookings | 525* | 494* | 408* |

*These numbers are included in the overall booking totals listed on the previously page.

In addition to the City Jail booking and housing drunk in public arrests, there are a significant number of bookings for other drug and/or alcohol related charges. The statistical breakdown for the past three years is as follows:

| | 2008 | 2009 | 2010 |
|---|---|---|---|
| Drug and/or Alcohol Bookings (other than Drunk in Public) | 912* | 932* | 965* |

*These numbers are also included in the overall booking totals listed on the previously page.

A significant number of Costa Mesa arrestees dealt with through the pre-bookings process are determined to have medical concerns that necessitate a medical clearance, prior to housing, in order to mitigate liability exposure. For calendar years 2009 and 2010 there was no mechanism in place for quantifying each individual arrestee who required a medical clearance; however, there was a mechanism in place for how many days out of each respective year there was at least one medical clearance per day—the below statistics represent those days.

| | 2009 | 2010 |
|---|---|---|
| Days Per Year Medical Clearances Were Required | 117 | 123 |

I.C.E. LIAISON AND BOOKING INFORMATION

Additionally, the Costa Mesa Police Department Type I Jail Facility has maintained a working partnership with ICE (Immigrations and Customs Enforcement) since 2006. As a part of this partnership, Jail Staff has notified ICE representative of foreign born inmates, to which detainers have been placed, by ICE and through a separate investigation, on those inmates deemed to be illegal immigrants. The follow statistical breakdown indicates the number of ICE detainers placed on Costa Mesa Police Department inmates.

| | 2008 | 2009 | 2010 |
|---|---|---|---|
| ICE Detainers | 327* | 356* | 171* |

*These numbers are also included in the overall booking totals listed on the previously page.

## 2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

| | |
|---|---|
| Release of RFP | May 9, 2011 |

| | |
|---|---|
| Deadline for Written Questions | May 25, 2011 |
| Responses to Questions Posted on Web | June 3, 2011 |
| Proposals are Due | June 24, 2011 |
| Proposal Evaluation Completed | July 7, 2011 |
| Interview of Short-List | July 21, 2011 |
| Approval of Contract | August (TBD) |

## 3. SCOPE OF WORK

### I. SUMMARY

The Costa Mesa Police Department's Type I Jail Facility is located at the Costa Mesa Police Department, 99 Fair Drive, Costa Mesa, CA. The facility consists of six holding cells, with one sobering cell, two safety cells, and accommodations for two inmate-workers. The facility is staffed twenty-four hours per day, seven-days per week, and 365 days of the year.

### II. GENERAL INFORMATION

The services provided by the Firm shall comply with all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facilities, and shall include furnishing all required supervision, labor, clothing, and associated equipment and staff training. Firm must be duly licensed in accordance with all security industry requirements for the State of California. If selected, the contractor must obtain a valid City of Costa Mesa business license. Custody officer services shall be provided seven-days per week, twenty-four hours per day, and 365 days per year.

### III. PROJECT INTENT

The service provided under these specifications shall be of the highest possible caliber. Firm's personnel shall be qualified, professional and supervised by knowledgeable, attentive management, who shall be available on a twenty-four hour, seven-day a week basis. The Firm shall pay particular attention to its procedures for hiring, training, and providing directions to the individual custody officers assigned to the City.

### IV. COSTA MESA POLICE TYPE I JAIL FACILITY OPERATIONS

The custody officers' responsibilities involve, but are not limited to, receiving, processing, detaining, monitoring, transporting and/or releasing adults and juveniles arrested or detained by officers of the Costa Mesa Police Department, and performing other related duties as outlined in the Costa Police Department Manual and the Costa Mesa Police Department Jail Manual.

These specifications are for uniformed, unarmed, and commissioned or non-commissioned custody officers to be provided at the Costa Mesa Police Department's Type I Jail Facility on a seven-day per week, twenty-four hour per day schedule.

## V. STAFFING REQUIREMENTS

A. **Supervisor:** The Firm shall designate one custody officer position as the Post Commander/Supervisor. The responsibilities of this position shall include direct supervision of custody personnel and the coordination of custody operations and training on all shifts. In addition, the position is responsible for record keeping, safety and equipment inspections, facility inspections by governing entities and enforcement of all applicable local and state laws, department policies and mandates. The City's representative must approve of the person initially selected to fill this position and all future Post Commander/Supervisor position. The Post Commander/Supervisor must be able to perform the duties of the custody officer and possess a working knowledge of the laws governing the operation of a Type I Jail Facility. The Post Commander/Supervisor must have a minimum of three years of prior experience with similar facility.

B. **Custody Officer:** The custody officer shall:

1. Be either commissioned or non-commissioned in the State of California
2. Be at least 21-years of age
3. Have a High School Diploma/GED, or better
4. Have a valid California driver's license
5. Have Custody Protective Officer training
6. Must meet all minimum screening and background checks required for custody officers
7. Must complete required training and orientation mandated in this agreement for custody officers
8. Be First Aid and CPR trained and qualified
9. Have good written and oral communication skills
10. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place
11. Be responsible for prisoner tracking and booking information
12. Have a professional appearance
13. Be physically able to perform all aspects of the assignment
14. Provide favorable references from previous employers
15. Have an acceptable, prior military check of DD form 214 (if applicable)
16. Have a current social security card
17. Have a current green card (if applicable)
18. Be willing to take a drug test at any time and pass
19. Personnel to be considered for custody officer service shall receive an initial screening and background check by Firm, at Firm's expense. Selection of custody officer personnel shall include consideration of character traits, motivation, and ability to perform the mental and physical tasks normally required of custody officer personnel
20. After thorough screening and interviewing by the Firm, the applicant shall be interviewed by a representative of the City, and the City will have final

approval of Firm personnel initially assigned to the City and all future Custody Officer positions resulting from a vacancy fill.

21. Firm shall institute a procedure for performing background checks that includes but is not limited to:
    a. **Employment/Qualifications Verification:** Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances. Also verify periods of unemployment.
    b. **Education**: Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.
    c. **Drugs:** Conduct a drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.
    d. **Reference Check:** Conduct a minimum of two personal reference checks.
    e. **DMV Check:** Verify that the applicant has a driving record that reflects reasonable care and judgment. There should be no convictions for moving violations showing disregard for public safety.
    f. **Criminal History:** Conduct a local criminal history check to verify the applicant has no felony convictions. Additionally, the applicant must pass the Live scan finger printing process.
    g. **Wants and/or Warrants:** Applicant must be clear of any outstanding warrants, any prior felony arrests and any crime involving moral turpitude within five (5) years preceding the date of the application. The applicant may not be on probation or parole for any offense.
    h. **Credit Check:** Conduct a standard credit check to determine financial responsibility. Interview all raters who have given a negative review.
    i. **Psychological Review:** All custody officers must be found to be free from any emotional or mental condition which might adversely affect the exercise of their duties as determined by a licensed psychologist who has a doctoral degree in psychology and at least five years of postgraduate experience in the diagnosis and treatment of emotional and mental disorders. The custody officer must be found to be free from job-relevant psychopathology, including personality disorders, and that a minimum of two objectively scored psychological tests must be used to assess psychological suitability, one normed in such a manner as to identify patterns of abnormal behavior and the other geared toward assessing dimensions of normal behavior. A clinical interview is also required if the test results are inconclusive or suggest that the candidate should be disqualified.

22. The results of background checks shall be furnished to the City at least 24-hours prior to the time the applicant is sent for interview.

23. No custody officer working for the Firm will be allowed to work under this agreement unless he/she is approved by the City. Contractor shall submit to the City and maintain a list of its employees' names that have been cleared and are or will be assigned to the Costa Mesa Police Department's Type I Jail Facility. A list should be created, by the Firm, which includes at least two employees who can fill potential vacancies. Employment applications for each employee will also be submitted to the City.
24. All employees of the Firm who are not assigned to work at the Costa Mesa facility must comply with all security rules in place when visiting the City.
25. Custody officer personnel shall be trained, uniformed and supervised. Firm shall provide the uniform and all other items of clothing and apparel, as required. Uniforms are to be at City's election.
26. Upon termination of a custody officer, all keys, identification badges, gate remotes, and parking passes will be recovered from such custody officer by contractor. All items belonging to the City will be turned in immediately upon termination.
27. Firm agrees to remove immediately, all employees, at any location, who fail to follow establish department or state procedures and/or who are deemed by the City to be unfit to perform assigned tasks.

## VI. TRAINING

The law requires privately operated jails to train personnel in accordance to the training standards established by regulations adopted by the CSA (Corrections Standards Authority) as set forth in Subchapter I (commencing with Section 100) of Chapter 1 of Division 1 of Title 15 CCR (commonly known as the STC (Standards and Training for Corrections) Program).

A. **Supervisor:** The Post Commander/Supervisor shall complete all training requirements, as outlined in Title 15, Article 3. TRAINING, PERSONNEL, AND MANAGEMENT, Section 1021. Additionally, the Post Commander/Supervisor shall receive 24-hours of STC refresher training, on an annual basis.

B. **Custody Officer:** Custody officer shall complete all training requirements, as outlined in Title 15, Article 3. TRAINING, PERSONNEL, AND MANAGEMENT, Section 1020. Corrections Officer Core Course. Additionally, custody officer shall receive 24-hours of STC refresher training, on an annual basis.

Moreover, upon employment, in addition to maintaining First Aid and CPR certification for all custody officers, Firm shall provide, at its own expense, a City approved Initial Training program consisting of approximately 50-hours of instruction material taken from the Costa Mesa Police Department Jail Manual plus sufficient on-going training to ensure custody officers remain up-to-date with changes in custody operations and safety issues. The general categories of instruction shall include:

1. Orientation to the City of Costa Mesa Police Department
2. Operation liabilities
3. Minimum standards
4. Classification and segregation of inmates

5. Emergency procedures
6. Suicide prevention
7. Fire safety
8. Transportation of prisoners
9. Booking and release procedures, which include the automated booking system (JMS—Jail Management System) and Live scan
10. Security and control
11. Reports and data entry
12. Handling confidential information
13. Court testimony
14. Sexual Harassment
15. Violence in the Workplace
16. All custody officers shall complete eight hours of specialized training required by Title 15 and Title 24, California Code of Regulations. Such training shall include, but not be limited to:
    a. Applicable minimum jail standards
    b. Jail operations liability
    c. Inmate segregation
    d. Emergency procedures and planning
    e. Suicide prevention
        i. Such training shall be completed as soon as practical, but in any event not more than six months after the date of assigned responsibility. Eight hours of refresher training shall be completed once every two (2) years. In accordance with the initial training, Firm will continue to provide on-going training. The necessary training will be provided at Firm's expense. The post commander shall record and retain a copy of each employee's training record on site for inspection by the City's representative.

## VII. SCHEDULING REQUIREMENTS

1. The Firm shall maintain an adequate number of qualified personnel to perform the custody officer requirements. Firm will fill any absence or vacancy immediately, to ensure that minimum staffing is retained at all times.

2. The Firm will provide additional staffing for events, such as the Orange County Fair, checkpoints, special holidays, etc. The exact hours and shifts shall be determined by the City and reported to the Firm. Sufficient notice shall be given to the Firm allowing for the appropriate scheduling.

3. Firm agrees to staff the Costa Mesa Police Department Type I Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing year-round, 24-hours per day, seven-days per week, and 365-days per year. Specific schedules will be determined by the needs of the City. In addition, Firm shall maintain the availability of at least one additional trained officer for temporary deployment when needed, to fill any vacancy, within two hours. The City is not responsible for any potential "on-call" costs.

4. Firm will provide adequate staffing to facilitate the booking, housing, transportation, and other associated tasks that go along with processing the aforementioned volume of inmates (specified in the *Historical Booking Information* section of this RFP).

VIII. UNIFORMS

Firm shall provide, at Firm's expense, all necessary uniforms, associated uniform articles of clothing agreed upon by both parties and equipment, such as, but not limited to, utility belts, handcuff holders, keepers, key ring, etc.

XI. SECURITY AND CONTROL

Firm shall be responsible for providing prisoner security within the Costa Mesa Police Department's Type I Jail Facility and during transportation by Firm personnel in accordance with applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Costa Mesa Police Department Manual and Costa Mesa Police Department Jail Manual. Regular security inspections of the facility and prisoners will be conducted and documented as required by the City. The Firm's security measures may be reviewed, on a regular basis, to include facility control, internal and external security, search and seizure practices, and emergency procedures.

X. EMERGENCY PROCEDURES

The City Jail has in place procedures to follow in the event of an emergency, outlined in the attached Jail Manual, and shall be adhered to by the Firm's staff.

XI. USE OF FORCE

The City Jail has in place a use-of-force policy. The Firm shall follow policy and report all incidents according to policy and mandates, and provide all associated written reports, in a timely manner, to the City.

XII. RECORDS

Firm shall be responsible for the timely completion of all inmate and related records as required by the City and applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. Firm shall be responsible to maintain all related records to be in compliance with all County and State regulations and inspections. All such records remain the property of the City of Costa Mesa.

XIII. RISK MANAGEMENT

Firm shall be responsible for identifying risk and exposures and the implementation of a risk management program to deal effectively with them. Major emphasis should be placed upon personal safety, control and search procedures, and biohazard issues related to the handling of

prisoners. Custody supervisor shall be present during all facility inspections and audits conducted by governing entities.

## XIV. HEALTH AND SAFETY

Firm shall operate the Costa Mesa Police Department Type I Jail Facility in compliance with all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented, relative to safety and general operations. Regular safety inspections will be conducted and documented as required by the City. The Firm will retain on file all completed inspection forms and other related documents for review.

## XV. MAINTENANCE OF TYPE I JAIL FACILITY

Firm shall be responsible for maintaining the cleanliness and sanitation of the Costa Mesa Police Department Type I Jail Facility as required by the Department and County Health Standards. The Post Commander will make available weekly a list of supplies that need to be provided to carry out the duties and maintenance associated with the Costa Mesa Police Department's Type I Jail Facility. The Firm shall maintain a record of all maintenance activity and provide a copy to the City and/or appropriate inspection authorities upon request.

## XVI. USE OF TYPE I JAIL FACILITY

The Jail facility building will not be used as a training site for employees of Firm destined for assignment to other account/location.

## XVII. SANITATION AND HYGIENE

The Firm shall provide equipment and supplies to ensure a clean and healthy environment at all times. Hygiene items must be provided to inmates for their personal use as mandated.

## XVIII. FOOD SERVICES

The Firm's staff will provide food services to all inmates. The meals provided shall adhere to the applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Costa Mesa Police Department Manual and Costa Mesa Police Department Jail Manual.

## XIX. PROPERTY

The Firm will provide for the secure storage of inmate personal property. If the property is lost or damaged while under the care of the facility, inmates can use the facility's grievance process to seek reimbursement for the lost or damaged property.

## XX. GRIEVANCE PROCEDURE

The Contractor shall allow inmates access to a reasonable, impartial, and nondiscriminatory procedure, which includes a final level of appeal to the State. The facility operator is responsible

for responding to grievances on matters occurring during the inmates' incarceration in the City Jail.

XXI. INMATE SERVICES

The Firm will be responsible for supplying, at the Firm's expense, and providing all required bedding materials as mandated through Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Costa Mesa Police Department Manual and Costa Mesa Police Department Jail Manual.

XXII. CORRESPONDENCE

The Firm shall allow inmates telecommunication access with Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Costa Mesa Police Department Manual and Costa Mesa Police Department Jail Manual. The inmate telecommunications services, which include City owned telephones required for use as outlined in section 851.5 of the California Penal Code, and the payphones inside each regular housing cell, will be provided, maintained, and serviced, at the expense of the City.

XXIII. MEDICAL ATTENTION AND MEDICAL CLEARANCES

Firm's staff shall ensure that a full medical screening questionnaire is filled out, from the onset of the booking process, for each inmate screened in the pre-booking process. If there is medical concern(s) that would preclude the booking of an inmate, as outlined in the Jail Manual, the booking will be refused and the arresting officer or transporting officer will be directed to obtain a medical clearance, from a licensed physician, prior to acceptance of the inmate or officer will be required to book the inmate at another custody facility.

XXIV. I.C.E. LIAISON

The Firm shall maintain the existing aforementioned working partnership with ICE (Immigrations and Customs Enforcement). As a part of this partnership, the Firm, through the Jail staff, will notify an ICE representative, as needed, in order to facilitate the issuance of detainers, arrangement of detainee transportation, and/or other mutually related matters.

XXV. CITY CUSTODY VAN

The City will make available the City-owned custody van, to the Firm and its staff, for the purpose of transporting City inmates and other business directly related to Jail operations. All Jail staff members are expected to operate the City-provided custody van in a safe, courteous, and legal manner at all times. The Firm will furnish its own full coverage vehicle insurance. The City will provide maintenance services and fuel.

XXVI. TRANSPORTATION

The Firm shall provide transportation of inmates to and from locations, as needed. The Firm will work with the Orange County Sheriff's Department to ensure transportation of inmates scheduled for arraignments is done at a time(s) suitable for a timely appearance(s). The Firm will also provide transportation services for those inmates who are being relocated to another custody facility, such as Orange County Jail, Huntington Beach City Jail, Santa Ana City Jail, Anaheim City Jail, etc. Those inmates who must be booked directly into Chino Prison (i.e. parole violators), will be the responsibility of the City.

XXVII. ADDITIONAL SERVICES

From time to time, the City may request additional custody officer services beyond that which is specifically set forth herein. For such additional work that is mutually agreed upon by City and Firm.

XXVIII. OVERALL OPERATIONS

The Firm shall operate as a Type I Jail Facility and in compliance with State statute 6031.6 CPC, which mandates privately operated jails, under contract to public entities (i.e. counties or cities) to operate in compliance with all appropriate state and local building, zoning, health, safety, and fire statutes, ordinances and regulations, and with the minimum jail standards established by regulations adopted by the CSA as set forth in Subchapter 4 (commencing with Section 1000) of Chapter 1 of Division I of Title 15 CCR. (CSA report, *Privately Operated Local Detention Facilities*, revised 2/1999)

## 4. PROPOSAL FORMAT GUIDELINES

Interested contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

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

A. Vendor Application Form and Cover Letter
Complete Exhibit A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and

telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5) Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

6) Firms and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

2) A summary of the your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

3) Provide at least five local references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address

4) Financial Capacity

Provide the proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably foirmulate a determination about the financial capacity of the Prtoposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the proposer.

F. Fee Proposal

All proposers are required to used the form in Exhibit D to be submitted with their proposal.

G. Disclosure

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. ***Any past or current business relationship may not disqualify the firm from consideration.***

H. Sample Agreement

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Exhibit **B. If a proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the proposer will be deemed to have accepted the form of Agreement.** See Section 13, below.

I. Checklist of Forms to Accompany Proposal

As a convenience to proposers, following is a list of the forms, included as exhibits to this RFP, that should be included with proposals

(1) Vendor Application Form

(2) Ex Parte Communications Certificate

(2) Price Proposal Form

(3) Disclosure of Government Positions

(4) Disqualifications Questionnaire

## 5. PROCESS FOR SUBMITTING PROPOSALS

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

- **Preparation of Proposal**
  Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**
  Submit one original, three (3) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**
  ***Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on June 10, 2011 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.***

City of Costa Mesa
City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200
RE: Operation of the Costa Mesa Police Department's Type 1 Jail Facility

- **Inquiries**
  ***Questions about this RFP must be directed in writing, via e-mail to:***

Richard Amadril, Purchasing Supervisor
ramadril@ci.costa-mesa.ca.us

The City reserves the right to amend this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than June 3, 2011. The City reserves the right not to answer all questions.

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

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

## 6. EVALUATION CRITERIA

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

1. Qualifications of Firm and Key Personnel-------25%

   Includes a firm's ability to provide the requested scope of services, the firm's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-------25%

   Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----25%

   Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Exhibit D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----25%

## 7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

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

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder.

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for July 7, 2011 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, 92626. This date is subject to change. The individual(s) from proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

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

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

The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. . Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring proposer or withdraw the RFP.

## 8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the Purchasing Supervisor at least 3 calendar days prior to receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the Purchasing Supervisor, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Purchasing Supervisor will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should proposer decide to appeal the response of the Purchasing Supervisor, and pursue its protest at the Council meeting, it will notify the Purchasing Supervisor of its intention at least two days prior to the scheduled meeting.

## 9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and proposer, shall be available to the public.

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

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

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

## 10. EX PARTE COMMUNICATIONS

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

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

## 11. CONFLICT OF INTEREST

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

## 12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a proposer from acting on behalf of the City , the City requires that all proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose

whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Exhibit F.)

## 13 CONDITIONS TO AGREEMENT, IF ANY.

The selected proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Exhibit B to this RFP. All proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

***The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist.*** Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

## 14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a proposer, any officer of a propsoer, or any employee of a proposer who has a proprietary interest in the proposer, ahs ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a proposer, any officer or employee of such proposer, having been disqualified, revmoved, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Exhibit E.

## 15. STANDARD TERMS AND CONDITIONS

- Amendments

  The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; proposers should check this web page daily for new information.

- Cost for Preparing Proposal

  The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City.

- Insurance Requirements

City requires that licensees, lessees, and vendors have an ***approved*** Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Exhibit B.

# Exhibit A

**REQUEST FOR PROPOSAL**

***Operation of the Costa Mesa Police Departments Type I Jail Facility***

**VENDOR APPLICATION FORM**

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

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

| Names | Title | Phone |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Federal Tax Identification Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

# Exhibit B

## PROFESSIONAL SERVICES AGREEMENT
## CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of ____, 2011 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and consultant, a California corporation ("Consultant").

**W I T N E S S E T H :**

A. WHEREAS, City proposes to have Consultant _____ as described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

### 1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City , and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the

services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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

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

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's effected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

## 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

## 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve months ending on March 1, 2012, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to four term periods of one (1) year each.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

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

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain

during the life of this Agreement all of the following insurance coverages:

(a) **Public Liability and Property Damage Liability Insurance:** Operator shall procure a policy or policies of Commercial General liability insurance issued on an "occurrence" basis. Such insurance shall protect operator against loss, including injury or death resulting therefrom suffered or alleged to have been suffered by any person or persons, resulting directly or indirectly from the performance or execution of this Agreement or any subcontract thereunder. Operator's insurer shall be an approved carrier in the State of California with an A.M. Best's rating of "A" VII or better. Property damage insurance shall also protect Operator against loss from liability imposed by law for damage to any property caused directly or indirectly by the performance or execution of this Agreement or any subcontractors thereunder. Liability insurance (subject to the normal terms, conditions, and exclusions of the Commercial General Liability Coverage Form – Criminal Justice system operations) must cover:

i. **Assumption of Liability:** Operator's assumption of all liability caused by or arising out of all aspects of the provision and operation of the Jail.

ii. **Form, Limits:** The policy or policies for the insurance identified above must be of a comprehensive form and on an "occurrence basis" with a per occurrence limit of not less than Ten Million Dollars ($10,000,000) and a general aggregate limit of not less than Ten Million Dollars ($10,000,000) and include civil rights coverage as set forth below, with the same limits.

iii. Policies must not contain any exclusions for discrimination and/or violations of civil right

(b) **Automobile Insurance:** Operator shall obtain and maintain Automotive Liability Insurance, on an occurrence basis, which will cover any vehicle owned, leased, hired, borrowed or operated by Operator or its employees which are used in the performance of duties under this Agreement. The insurance shall have a combined singled limit of not less than One Million Dollars ($1,000,000) for each accident.

(c) **Workers' Compensation:** Operator shall obtain Workers' Compensation Insurance, including employer's liability coverage, with a minimum limit of One Million Dollars ($1,000,000) or the amount required by law, whichever is greater. If any work is sublet, Operator shall require the subcontractor to provide similar Workers' Compensation Insurance coverage, unless such subcontractor's employees are covered by the Operator's insurance. Operator agrees to indemnify City for any damage resulting to it from any failure of either Operator or any subcontractor to take out or maintain such insurance. Operator agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do

likewise under their workers' compensation insurance policies.

(d) **Professional Liability Insurance:** Professional Liability in an amount not less than Ten Million Dollars ($10,000,000) per occurrence; Insurance companies must be acceptable to City and have an A.M. Best's rating of "A" VII or better as approved by the CITY. Policy must not contain any exclusions for discrimination and/or civil rights violations. For any professional liability policy written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this agreement, and for a period of not less than three (3) years from the date of completion of services hereunder. In the event of termination, cancellation, or material change of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing services under the terms of this agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or obtaining separate extended "tail" coverage with the present or new carrier. Evidence of coverage shall be submitted to the City.

(e) **Fidelity Insurance:** Operator shall procure and maintain, at its sole cost and for the duration of this Agreement, fidelity insurance in an amount not less than one Million Dollars ($1,000,000) per occurrence with an aggregate of One Million Dollars ($1,000,000). Fidelity Insurance must include client coverage and the CITY must be listed as loss payee..

5.2. Endorsements:

(a) All insurance policies shall contain a Waiver of Subrogation of Rights against the City.

(b) **Additional Insured:** "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City" on the policies of comprehensive general liability, civil rights liability, property damage, automobile liability and excess liability coverages by endorsement.

(c) **Primary Insurance:** Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by the policies of this agreement.

(d) **Notice:** Said policies shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City.

5.3 Clauses - Each policy of insurance shall contain the following clauses:

(a) **Civil Rights Coverage:** Insurance provided by operator under A, Liability Insurance, must protect the City and its elected and appointed boards, officers, agents, and employees against civil rights actions and/or discrimination actions by Inmates involving "conditions of confinement" wherein declaratory and injunctive relief are sought and/or monetary damages are sought.

(b) **Separate Application:** Subject to Operator's General Liability policy combined single limit, the insurance afforded applies separately to each insured, against whom claim is made, or suit is brought.

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

(d) **Deductibles and Self-Insured Retention:** any change in the deductibles must be declared to and approved by CITY. Any self-insured retention and/or deductible must be declared to and approved by the CITY.

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

5.5. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by

the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

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

| IF TO CONSULTANT: | IF TO CITY: |
|---|---|
| Consultant | City of Costa Mesa |
| 12345 Jefferson Rd. | 77 Fair Drive |
| Costa Mesa, CA 92626 | Costa Mesa, CA 92626 |
| Tel: 555-555-5555 | Tel: 714-754-5156 |
| Fax: 555-555-5555 | Fax: 714-754-5330 |
| Attn: | Attn: Purchasing |

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

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

conditions, or provisions hereof.

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

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

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consulatant or the performance of this Contract by the Contractor (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

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

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

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

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

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

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

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent

jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
City Manager of Costa Mesa

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

# EXHIBIT A

# CONSULTANT'S PROPOSAL

# EXHIBIT B

# CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

**POLICY**

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

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

b. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

# EXHIBIT C

# CERTIFICATES OF INSURANCE

# Exhibit C

## EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Jail Operations RFP at any time after May 9, 2011

_____

**OR**

I certify that Proposer or Proposer's representatives have communicated after June __, 2011 with a City Councilmember concerning the Jail Operations RFP. A copy of all such communications is attached to this form for public distribution.

_____

# Exhibit D

# PRICING PROPOSAL FORM
# OPERATION OF THE COSTA MESA POLICE DEPARTMENT TYPE I JAIL FACILITY

**Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section VII. SCHEDULE REQUIREMENTS. (These hours are subject to fluctuation, but shall be used for the purpose of pricing comparison.) Also provide your firm's proposed Staffing Plan on a separate sheet of paper.**

Pricing shall remain firm for a minimum of one and one half (1.5) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

| Employee | Hourly Rate | Overtime rate |
|---|---|---|
| Supervisor | $ | $ |
| Custody Officer | $ | $ |
| | $ | $ |

| | |
|---|---|
| Supervisor Hourly Rate x 40 hours/week x 52 weeks/year | $ |
| Custody Officer Hourly Rate x 190 hours/week x 52 weeks/year | $ |
| | $ |
| Total Estimated Annual Price | $ |

# Exhibit E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

# Exhibit F

## DISCLOSURE OF GOVERNMENT POSITIONS

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