CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2011 **ITEM NUMBER:**

SUBJECT: **EMERGENCY SERVICES EQUIPMENT REQUEST FOR PROPOSAL**

DATE: **OCTOBER 4, 2011**

FROM: **OFFICE OF THE CEO**

PRESENTATION BY: **THOMAS R. HATCH, CEO**

FOR FURTHER INFORMATION CONTACT: **THOMAS R. HATCH @ (714) 754-5328**

RECOMMENDATION:

Staff recommends that the City Council authorize staff to release the Request for Proposal (RFP) for Emergency Services Equipment (Attachment 3) based upon the analysis provided by both the Emergency Services Equipment Contracting Committee and the Police Department.

BACKGROUND/ANALYSIS:

Council Policy 100-6 provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee was formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee was tasked with the following:

- Hearing a presentation from department representatives and asking questions about the specific proposal under consideration;
- Working together to outline how to evaluate a comparable City effort to provide the same or similar service;
- Having the project facilitator draft an analysis addressing the available alternatives for service delivery as outlined by the committee; and,
- Determining if outside comparative data would be useful.

On September 12, 2011 the Emergency Services Equipment Contracting Committee met to discuss the duties and responsibilities of the Emergency Services Equipment program and determine "the available alternatives for service delivery." After hearing a presentation by department staff and asking questions, the Contracting Committee determined the following alternatives for the Emergency Services Equipment program:

1. Retain existing service level to existing cost.
2. Contract with another public entity.
3. Contract with a private provider.

On September 20, 2011 and September 28, 2011, the Contracting Committee met to discuss, clarify and finalize the alternatives/options and the draft RFP. The following is an explanation of the attachments.

Attachment 1, a memo from the Contracting Committee to the City CEO Tom Hatch, provides identification and analysis of each alternative and survey information provided by other agencies.

Attachment 2, a memo from Police Chief Tom Gazsi to the City CEO Tom Hatch, provides a written evaluation (including pros and cons) of each option addressed by the Contracting Committee.

Attachment 3, the draft RFP for Emergency Services Equipment, prepared by the Police Department and reviewed and finalized by the Contracting Committee.

Based on the attached information it appears that the most viable alternatives are to retain the existing service level but at a lower cost through reorganization or contracting with either a public entity or private company for services. It is difficult to determine which of these alternatives would provide the highest level of service at the lowest cost without issuing an RFP so that appropriate cost analysis and comparisons in level of service can be made.

A few items should be noted with regard to the draft RFP. While we have identified in the draft RFP the current level of expected service we have done so on the assumption that the Council wishes to retain the existing level of service, whoever provides it. However, the draft also includes a specific request to proposers to identify "innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increase performance capabilities." This would allow the Council to evaluate either a different level of service, method of delivery, or other alternative that could maintain or enhance service levels at a lower overall cost. The RFP also requests proposers to offer information about hiring existing city employees and possible acquisition of City equipment currently used to perform the service.

Also note, that employees or groups of employees, who wish to submit a proposal in response to the RFP, will be permitted to do so. Staff recommends that employees who wish to submit bids or responses to RFPs as contract providers, should be advised to do so in compliance with the RFP requirements and at the same time as other bidders.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Emergency Services Equipment Contracting Committee.

ALTERNATIVES CONSIDERED:

The City Council may decide not to release the RFP and direct the CEO to evaluate other alternatives identified by the Emergency Services Equipment Contracting Committee.

FISCAL REVIEW:

The fiscal impact for outsourcing the identified City service is unknown at this time. If the City Council directs staff to release the RFP a complete analysis of the proposals and the costs for each will be provided to the City Council at that time.

CONCLUSION:

Staff recommends releasing the RFP for Emergency Services Equipment based upon the analysis provided by both the Emergency Services Equipment Contracting Committee and the Police Department.

Thomas R. Hatch
Chief Executive Officer

Bobby Young
Finance and IT Director

Attachment:	Attachment 1	Contract Committee Analysis Memo
	Attachment 2	Departmental Analysis
	Attachment 3	Draft Request for Proposal

CITY OF COSTA MESA
DEPARTMENT OF FINANCE
INTEROFFICE MEMORANDUM

TO: THOMAS R. HATCH, CHIEF EXECUTIVE OFFICER

FROM: BOBBY YOUNG, FINANCE AND IT DIRECTOR

DATE: SEPTEMBER 29, 2011

SUBJECT: EMERGENCY SERVICES EQUIPMENT CONTRACTING COMMITTEE

Council Policy 100-6 provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee should be formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee is tasked with:

- hearing a presentation from department representatives and asking questions about the specific proposal under consideration,
- working together to outline how to evaluate a comparable City effort to provide the same or similar service,
- having the project facilitator draft analysis addressing the available alternatives for service delivery as outlined by the committee,
- determining if outside comparative data would be useful.

On September 12, 2011 the Emergency Services Equipment Contracting Committee met to discuss the duties and responsibilities on the Emergency Services Equipment Program and determine "the available alternatives for service delivery". After hearing a presentation about the draft Request For Proposal (RFP) by department staff and asking questions, the Committee determined alternatives for the Emergency Services Equipment Program.

On September 20, 2011 the Committee met to further discuss and clarify the draft RFP and alternatives/options. Below are alternatives for the Emergency Services Equipment Program provided by the City.

The Committee met again on September 28, 2011 to review a draft of this memo and to discuss the options, and RFP.

1. **Retain existing service level at existing cost.**
   Currently there are two full time employees providing all services, and the committee recognizes that they perform different duties as it relates to Telecommunications. These duties are separated to (1) all the basic communications of the City and offsite facilities and (2) communications and equipment installation and maintenance on all rolling stock, especially public safety. While each staff personnel has specific duties, both are trained to perform backup functions when necessary. Therefore, the title of the RFP should probably change to **Citywide & Public Safety**

Telecommunications Services. Given that, the committee does not see an option for reorganization or reduction in current service level to reduce operating costs. The current staffing/personnel budget is $208,211 and the maintenance & operations budget is $254,089.

2. **Contract with another public entity.**
The City could contact other local agencies to determine the desire to form a Joint Powers Authority (JPA) to provide Citywide & Public Safety Telecommunication Services under a common/shared staffing agreement and/or a common/shared facility. Currently the South Bay Regional Public Communications Authority (SBRPCA) is a good example of cities who have regionalize this service. Below is some information from the SBRPCA website.

"SBRPCA is a JPA currently owned by the cities of Gardena, Hawthorne and Manhattan Beach while also providing communications services under contract to the cities of El Segundo and Hermosa Beach."

"A technical services staff of seven provides radio communication installations, as well as light bars, mobile camera and computer systems and all necessary equipment for full-service, emergency vehicles. These technical services are also provided to the following outside agencies: El Camino College Campus Police Department, Gardena Public Works Department, Hermosa Beach Public Works Department, L.A. Impact, Manhattan Beach Public Works Department and the Redondo Beach Fire Department. "

Should the City wish to pursue a regionalized effort through a JPA, communication with SBRPCA is recommended.

Also, the County of Orange currently provides services for public safety radio equipment to other agencies in the County.

3. **Contract with a private provider.**
The City could contract with a private provider for Citywide & Public Safety Telecommunications Services. Unfortunately there are no examples in Orange County of agencies contracting all services, however the committee recognizes the possibility exists. Therefore an RFP may provide information about the availability of this option.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Emergency Services Equipment Contracting Committee. Attached is a drafted Request For Proposal (RFP) prepared by Police Department staff, reviewed and approved by the Committee, should you desire to present it to City Council.

The Emergency Services Equipment Contract Committee is available should you have any questions or request more information.

Bobby Young
Finance and I.T. Director

COSTA MESA POLICE DEPARTMENT

MEMORANDUM

TO: Tom Hatch, Chief Executive Officer

FROM: Tom Gazsi, Chief of Police

SUBJECT: Response in Compliance with City Council Policy 100-6

DATE: October 10, 2011

Per City Council Policy 100-6 guidelines, the Department's Chief of Police is to provide the Chief Executive Officer with a response to the alternatives proposed by the Emergency Services Equipment Contracting Committee.

Outlined in the *Emergency Services Equipment Contracting Committee Memorandum*, Finance Director Bobby Young identifies the Committee's three (3) alternatives for Citywide & Public Safety Telecommunication Services, which are as follows:

1. Retain Existing Service Level at Existing Cost
2. Contract with Another Public Entity
3. Contract with a Private Provider

The following is a brief assessment of the alternatives from the perspective of the Police Department.

Alternative 1: Retain Existing Service Level at Existing Cost

Pros: The City maintains its current level of service through the model of two (2) designated and specially trained employees, who are additionally cross trained to support and aid in the responsibilities of the other. This model effectively and efficiently meets citywide needs 24/7 and minimizes the down time and turnaround of mission critical equipment.

Cons: The City would remain responsible for the salary & benefit costs of the two (2) employees, in addition to maintenance & operation costs.

As systems and technology change, commensurate adaptation and training must occur as well as support of programs and equipment. This requires extensive training and support measures which can be costly.

Alternative 2: Contract with another Public Entity

Pros: The City may reduce its costs associated to employee salary & benefits, in addition to overall maintenance & operation costs.

COSTA MESA POLICE DEPARTMENT

MEMORANDUM

A contract with one or more cities could increase Costa Mesa's access to additional resources and services. This could potentially enhance the overall effectiveness of services to the City.

Cons: The fiscal impact of contracting with another public entity is unknown at this time. There are examples of public entities providing contract services for portions of the Citywide & Public Safety Telecommunication Services scope of work (e.g., the Orange County Sheriff's Department contracts to provide service for the County's 800 MHz radio system).

It is also unknown how contracting with another public entity may affect service levels in the areas of responsiveness to work requests, turnaround time, and quality assurance.

Alternative 3: Contract with a Private Provider

Pros: The City will eliminate its employee salary & benefit costs. Maintenance & operation costs may also be reduced.

Alternative 3 may create interest of a local private source to meet the respective services.

Cons: The fiscal impact of contracting with a private provider is unknown at this time. There is no example of a private provider that contracts services for the entire Citywide & Public Safety Telecommunication Services scope of work. Various private providers may be required, and a need for contract management and quality assurance would be required.

It is also unknown how contracting with a private provider may affect service levels in the areas of responsiveness to work requests, turnaround time, and quality assurance.

These responses are a brief assessment of the alternatives identified by the Committee. A further assessment may be conducted as direction is provided.

Staff is available should you have any questions and/or request further information.

Tom Gazsi
Chief of Police

REQUEST FOR PROPOSAL

FOR

TELECOMMUNICATIONS TECHNICAL SERVICES

Police Department
Support Services
CITY OF COSTA MESA

Released on _____, 2011

TELECOMMUNICATIONS TECHNICAL SERVICES

REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for Telecommunications Technical Services. The term is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the Proposer's submission regarding use of City facilities and equipment.

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 Telecommunications Technical Services, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011.

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over $94 million and a total of over $107 million of fiscal year 2010-2011.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,479 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

The City of Costa Mesa is dedicated to providing quality service regarding the installation and repair of all telecommunications and electronic equipment related to city-wide government communications, as well as Public Safety radio equipment, mobile data radio systems, fire station alerting systems, and 9-1-1 Dispatch Center maintenance. The City provides public safety (Law Enforcement/Fire/Public Works) vehicle installations which requires knowledge of the public safety radio network(s) in use throughout the County of Orange. Security and compliance with IEEE standards is mandatory. The City adheres to FCC regulations in

accordance with the Orange County Sheriff's Department 800 MHz Countywide Coordinated Communications System.

The City prides itself on sustaining full time, dedicated staff working within the Support Services Division of the Police Department in support of Law Enforcement/Fire/Public Works/9-1-1 Dispatch Center. Due to the current fiscal environment, the City recognizes the need to search for alternative solutions while providing and maintaining the quality and expertise necessary to support these mission critical services. As such, the City requires a full service, highly trained, public safety radio communications vendor, with the experience and expertise to maintain quality and expert level of service. The City currently employs two full time employees working 40 hours per week each to provide these services.

2. SCHEDULE OF EVENTS

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

Release of RFP	_____ 2011
Deadline for Written Questions	_____, 2011
Responses to Questions Posted on Web	_____, 2011
Proposals are Due	_____ 2011
Interview (if held)	_____, 2011
Approval of Contract	TBD

All dates are subject to change at the discretion of the City

3. SCOPE OF WORK

The successful bidder will be required to provide services with individual(s) clear of criminal history in accordance with the standards established by the Commission on Peace Officers Standards and Training (POST), and will be required to complete an extensive background with clearances from, but not limited to Department of Justice, California Law Enforcement Telecommunications Systems, and California Department of Motor Vehicles.

In particular, for the services identified in this RFP, employers providing contract employee assistance to the City must provide proof of their candidate's legal authorization to work in the United States and successfully pass all components of the pre-employment process which may include, but is not limited to: comprehensive background check, criminal history check (livescan fingerprint check), polygraph examination, post-offer psychological evaluation and post-offer medical evaluation (may include drug screen).

The successful bidder must have an established record of providing, skilled technical work in the design, installation, maintenance and repair of citywide public safety communication/data systems, including radio and control console systems, public safety communications dispatch, and data equipment.

Requirements include extensive knowledge of two-way radio repair, maintenance, troubleshooting and installation specifically, but not limited to, a trunked analog/digital 800 MHz communications system.

The City operates on the Orange County Sheriff's Department trunked 800 MHz radio system in both the analog and digital mode. The successful bidder will repair and maintain Law Enforcement/Fire/Public Works radio communications, mobile data systems and emergency response/alerting equipment including programming and software maintenance of said systems.

The services currently provided by the City's two employees are detailed below.

Communications Installer:

Telephone

- Install, repair, maintain, and administer the City telephone system, both main and remote sites
- Install and test cabling, jacks, cross-connects, and terminate lines for voice sets, faxes, modems, and City building security systems
- Test, troubleshoot, and repair problems in the existing telephone wiring grid
- Program and configure to install/relocate/replace/remove user telephone sets
- Administer and maintain the City voice mail system
- Design and configure auto attendant telephone trees
- Administer and maintain City on-line telephone directories
- Troubleshoot, repair, and maintain telephone switches at main and remote sites
- Maintain ring-down telephones to fire stations, police facility, and communications center
- Work with private vendors, i.e. AT&T and Avaya, to resolve system problems
- Administer and maintain the AT&T 9-1-1 data base for all in-house City telephones
- Install and maintain public access City owned pay phones

Computer Network

- Install, repair, and maintain the City data network back-bone wiring, both main and remote sites
- Install, test, and certify CAT5, CAT6, and fiber optic cabling, jacks, patch cords, and auxiliary equipment
- Test, troubleshoot, and repair problems in the network wiring grid
- Assist IT in installations, testing, and troubleshooting of network switches, routers, hubs, and work stations

- Work with private vendors, i.e. Time Warner, to resolve City fiber optic grid problems throughout the City

Intercom Systems

- Install, repair, and maintain intra-City intercom systems, i.e. jail access doors and outside access door call boxes
- Fire vehicle intercoms systems and radio interfaces

Public Address Systems

- Install, repair, and maintain public address systems, both main and remote sites

Recording Systems

- Install, maintain, and administer recording systems, i.e. Stancil and Pyxis for Communications dispatch and Police Department

Alert Dispatch Systems

- Troubleshoot, repair, and maintain dispatch systems at the fire stations, i.e. PA, alert tones and lights, radio vocal, relays, and Motorola Moscad alert units

Uninterruptible Power Supplies (UPS)

- Install, troubleshoot, repair, and maintain UPS's for critical equipment at main and remote sites, ranging from small, one battery units to the 36 battery unit for Dispatch

Video Production/Cable TV

- Assist the Video Production section when and where needed with inter-building installation of cable TV cabling, terminations, jacks, and external antennas

Communications Center Dispatch Systems

- Assist when and where needed on dispatch and 911 consoles, radios, PC's, and back-bone systems problems with OC Communications, AT&T, and other vendors/services

Radios – Mobile and Portable

- Troubleshoot and repair/replace at a level 1 status, i.e. antennas, knobs, microphones, control heads, radio chassis, batteries, etc.

Mobile Data Computers (MDC)

- Troubleshoot and repair/replace at a level 1 status, i.e. monitors, keyboards, and CPU's

L3 Video Camera System

- Check operation to confirm a problem and checking connections and power

BDA's

- Assist the Electronics Technician when and where needed with the BDA's at South Coast Plaza and the Police Facility

Vehicles

- Install, troubleshoot, repair, and maintain vehicle mounted equipment
- Install, troubleshoot, repair, and maintain radios in Public Works vehicles and radios, MDC's, and L3 video systems in public safety vehicles
- Install radios and equipment in covert, undercover police vehicles
- Perform custom radio/equipment installations, i.e. Animal Control trucks, Fire battalion vehicle, etc.
- Perform complete changeover of police vehicles, i.e. radio, MDC, video, lightbar, siren and speaker, cages, rear seat liner, consoles, auxiliary lighting, gun racks, trunk equipment, antennas, and auxiliary systems such as LoJack and ETS
- Troubleshoot, repair, and maintain mounted equipment on police and fire vehicles, including all of the above mentioned as well as spotlights, packset chargers, on-board intercom systems and headsets, and auxiliary equipment chargers

Assist the Electronics Technician on an as-needed basis.

Electronics Technician:

- Perform skilled technical work in the design, installation, maintenance and repair of citywide communication/data systems, including radio and control console systems, public safety communications dispatch and data equipment; troubleshoots and repairs to component level.

- Repair and maintenance of Police and Fire department communications, mobile data systems and emergency response/alerting equipment including programming and software maintenance.

- Install, program and maintain data transmission infrastructure using wireless and fiber network systems.

- Inspect, install and program terminals in the CAD/RMS system; performs required computer software modifications and enhancements to implement terminal installations and parameter changes.

- Install, program and maintain central communications equipment and radio control console systems, civil defense communications equipment and mobile, portable and radio-paging equipment; troubleshoots and repairs to component level.

- Modification and repair of covert GPS locator systems used by Law Enforcement personnel.

- Inspects radio transmitters and receivers to determine frequency and deviation, compliance of transmitting equipment to proper operating frequencies and constants, and adjusts frequency control components within legal standards.

- Maintain and repair in car audio/video recording systems and consult as "expert" on behalf of the police department.

- Tests the operation of new equipment prior to installation in the field to ensure proper operation and compatibility with existing technology.

- Installs, maintains and services various types of electronic equipment including video recorders and cameras, paging systems, public address systems, sound systems, closed-circuit television systems and fire alarm systems; troubleshoots and repairs to component level.

- Responsible for inspection of telecommunications contracted work to ensure city standards are followed for all work as well as mission critical systems.

- Perform special purpose vehicle modification for police and fire department including in car K-9 safety systems.

- City technical consultant for in-building Bi-Directional Amplifier installation and quality acceptance for new and existing buildings.

- Install, troubleshoot, repair, and maintain dispatch systems at the fire stations, i.e. PA, alert tones and lights, radio vocal, relays, interface, and Motorola MOSCAD-L alert units; troubleshoots and repairs to component level.

- Install, repair, and maintain public address systems, including city hall, remote sites, and all fire stations; troubleshoots and repairs to component level.

- Install, repair and maintain headset communications systems in all fire vehicles.

- Install, repair and maintain systems used in dispatch center including but not limited to; Gold Elite system.

- Work with building alarm vendor to troubleshoot and resolve problems when possible to avoid site visit of vendor.

- Engineer repairs to obsolete or "end of life" equipment in order to keep systems functional when support from manufactures is no longer available.

Thus, the successful bidder will be responsible for:

- Installing, programming and maintaining data transmission infrastructure using wireless and fiber network systems.

- Inspecting, installing and programming terminals in the Computer Aided Dispatch/Records Management Systems (CAD/RMS); performing required computer software modifications and enhancements to implement terminal installations and parameter changes.

- Installing, programming and maintaining central communications equipment and radio control console systems, civil defense communications equipment, and mobile, portable and radio-paging equipment; troubleshoots and repairs to component level.

- Modifying and repairing covert GPS locator systems used by specialized Law Enforcement personnel (Narcotics and Gang Operations).

- Inspecting radio transmitters and receivers to determine frequency and deviation, compliance of transmitting equipment to proper operating frequencies and constants, and adjusts frequency control components within legal standards.

- Maintaining and repairing in car audio/video recording systems and provide consultation as "expert" on behalf of Law Enforcement.

- Testing the operation of new equipment prior to installation in the field to ensure proper operation and compatibility with existing technology.

- Installing, maintaining and servicing of various types of electronic equipment including: video recorders and cameras, paging systems, public address systems, sound systems, closed-circuit television systems and fire alarm systems.

- Performing special purpose vehicle modification for Police and Fire Departments including in car K-9 safety systems.

- The successful bidder must provide a schedule for repair and turn-around time of mission critical equipment including but not limited to:

  Mobile Radios

  Hand held Radios

  Mobile Data Terminals

  Dispatch Consoles

  Dispatch Workstations

  Fire Station Alerting Systems

  A list of current equipment that the bidder would be required to maintain is attached as Exhibit D.

In the event the repair of any of these environments impacts the City with less than 80% of its inventory, an acceptable solution that keeps the City whole must be identified, with exception of the Fire Station Alerting Systems the requirement is 100%. Due to the "mission critical" nature of most all systems supported, the City strives for a constant 100% availability or usability. Currently, staff utilizes parts on hand, local vendors, and spare units to keep down-time of all public safety systems to a minimum; the work is expected to be done with hours of down-time rather than days. Response time required varies dependent upon the equipment and the inventory being maintained. Mission critical (dispatch consoles, phone system, CAD, etc.) will need to be addressed immediately. Equipment that is mission critical, but for which a backup system and/or inventory is maintained, would need to be addressed efficiently to ensure the spare unit and/or inventory is replaced and available for operational needs. Proposers should identify

response times they propose for various items of telecommunications or radio equipment and any increased costs due to the need to respond immediately.

The successful bidder shall have specific knowledge of the following:

- Installation of in-building Bidirectional Amplifier (BDA) systems, to include on-going quality assurance and assist, when needed, other City Departments with technical expertise for the design and implementation of said BDA, for new and existing buildings.

- Technical operations required in the Emergency Operations Center (EOC), to include but not limited to, amateur radio communications, network communications, and video/audio feeds.

- Extensive knowledge of the Orange County Public Safety practices/policies/procedures in particular, but not limited to, the current hardware solutions for Law/Fire/Public Works, the operational practices and uses of the 800 MHz trunked radio system.

- Provide all materials and labor, to include options for field service work, location to be specified by the City.

4. PROPOSAL FORMAT GUIDELINES

Interested entities or 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 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:

- **Vendor Application Form and Cover Letter**

  Complete Appendix 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.

- **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.

- **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 or entity 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 or entity 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, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

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, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

6. Firms, public entities 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 or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.

7. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed

lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.[1] 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.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, 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:

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

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

For private Proposers, provide at least three 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.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

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[1] Hourly rates for the proposed personnel shall be set forth on Appendix D.

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 formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **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 necessarily disqualify the firm from consideration.***

- **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 Appendix **B, but may be modified to suit the specific services and needs of the City. 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.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which 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, Five (5) 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_____, 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

Kimberly Hall Barlow

City Attorney's Office

77 Fair Drive

Costa Mesa, CA 92626

RE: Telecommunications Technical Services

- **Inquiries**

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

Richard Amadril, RFP Facilitator

ramadril@ci.costa-mesa.ca.us

The City reserves the right to amend or supplement 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_____, 2011. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities 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 involved in submission of responses. 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(s), 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 Entity and Key Personnel-------25%

Includes ability to provide the requested scope of services, the Proposer'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-------10%

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-----50%

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

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----15%

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 may 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. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

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_____, 2011 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm or entity 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 process, 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 ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

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 RFP Facilitator at least 10 calendar days prior to the deadline for 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 RFP Facilitator, 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 RFP Facilitator 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 RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator 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. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

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 costs 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 RFP Facilitator, 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 (Appendix C) with their proposals certifying that they have not had or directed 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 any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded 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 Appendix 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 Appendix B to this RFP, which may be modified by City. 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 the City 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 proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has 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, removed, 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 Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement 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) or proof of legal self-insurance 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 Appendix B.

APPENDIX A

REQUEST FOR PROPOSAL

Technical/Radio Public Safety Communication Services

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: _____

APPENDIX 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").

WITNESSETH:

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 affected 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 Consultants' 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 three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

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) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to 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 errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "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."

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

(c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by

this policy."

5.3 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.

5.4. 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.

5.5. 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 Consultant or the performance of this Agreement by the Consultant (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 PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. 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.

6.13. 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.

6.14. 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.

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

6.16. 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.

6.17. 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.

6.18. 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.

6.19 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.

6.20. 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.

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

6.22. 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.

6.23. 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.

6.24. 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.

6.25. 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;

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

        1. The dangers of drug abuse in the workplace;

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

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;

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

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 D

Exhibit _D_

Equipment to be maintained by contractor:

- **RADIOS**

355 Police Radios:

Mobile	128
Portable	215
Control Station	12

109 Fire Radios:

Mobile	31
Portable	71
Control Station	7
BK Portable VHF Radio	52

109 Public Works:

Mobile	50
Portable	56
Control Station	3

All Motorola radios and control stations are termed "end of life" and are on limited parts/repair. Some units are repaired using parts stock on hand as well as direct to Motorola for proprietary repair/parts when available, and Sheriff Communications repair.

Mobile radios are Motorola Astro Spectra with Police units equipped with "hot red" receiver. Fire units have dual head configuration with limited number of single head units in support vehicles. Portable radios are primarily Motorola XTS3000 units with approximately 50 XTS5000.

Bendix-King portable radios (52) for Fire department are repaired in-house. Configuration and programming is done in-house and with OCFA.

- **Dispatch Center**

Radio system includes full Gold Elite dispatch system with interface for 8 workstations and this system is "end of life" and is on limited parts/repair. All systems interfaced into Gold Elite supported in-house or select vendor depending on issue. Equipment includes control stations, Dictaphone (7), P.A., several alarm monitoring systems, door actuator (1), TV interface and a paper shredder (1).

Repair and maintenance of all wiring between equipment (radio) room and each dispatch position.

Repair and maintenance of dispatch personnel "adjustable desk" including motor and controller when parts are available. Parts for most positions are no longer available.

- **MDC including VRM and Broadband**

80 MDC units between Fire and Police departments; these units are repaired using off the shelf parts when possible or direct to Motorola for proprietary parts replacement. Due to proprietary system, most major repairs must be performed by Motorola. All configuration and programming is done in-house.

80 VRM data units connecting to one RNC for all data traffic to each mobile unit; VRM's and RNC are termed "end of life" and are limited to Motorola for proprietary parts/repair. All configuration and programming is done in-house.

- **In-Car-Video systems**

47 in-car-video systems; these are currently under manufactures warrantee. Unit troubleshooting is in-house and some repairs are done in house with parts supplied by vendor. Major warrantee repair sent to the vendor. Limited replacements parts on hand to ensure Police fleet is not grounded due to non-operational video system. Police policy prohibits use of vehicles with non-operational systems.

- **Fire Station Alerting**

6 fire station using MOSCAD-L and one central controller at Dispatch building. Each station has a base radio integrated into the alerting system. Each base radio falls under the "end of life" status. MOSCAD-L is still a supported format. The relay network, audio, and call type indicators are common components and fully supported in-house.

- **City Vehicles With Added Electronics**

The city utilizes a variety of vehicles and equipment with specialized electronics added to some. We may be called upon at any time to install, repair, and maintain these systems. This includes Police and Fire units, as well as Public Works.

Radio interface(s) for Fire equipment (vehicles) are repaired in-house using local parts dealers and stock on hand. Equipment is a mix of David Clark and Sigtronics communications interface systems and headsets.

TELECOMMUNICATIONS

UPS INVENTORY

Fire Sta 1 - APC 3000 & APC 1500

Fire Sta 2 - APC 3000

Fire Sta 3 - APC 1000

Fire Sta 4 - APC 3000

Fire Sta 6 - APC 3000

Neighborhood CC - APC 3000 (2)

Balearic CC - APC 1000

Corporation Yard Maintenance Services/Parks Office - APC 1000

Corporation Yard Streets Office - APC 1000

Metro Substation (SCP) - APC 1500

ABLE Helicopter Hanger (Airport) - APC 1500

Civic Center Telecom Equipment Room (PD Basement) - APC 1500 (7)

Telecommunications Shop - APC 1500

Communications Center – Best Ferrups 5KVA with extended battery packs

GE ST2000 with extended battery packs

EQUIPMENT INVENTORY/LOCATION

TELEPHONE SYSTEM OVERVIEW

The City of Costa has eight specific sites for City operations. These sites will be outlined both as whole and individually.

Total number of voice terminals using a switch port: 783

Total digital ports with digital voice terminals: 384

Total analog ports with analog voice terminals, faxes, modem, and data lines: 344

Total voice mail box subscribers: 596

System is composed of as follows:

One (1) Avaya Definity G3si Release 7 switch

Six (6) Avaya Definity ProLogic switches

One (1) pair Avaya 6000 Office Branch Extenders

One (1) Avaya Intuity Audix Voice Mail Release 2

One(1) Avaya/Vermark Call Account System

System Administration Terminal for the telephone/voice mail systems

System Administration Terminal for the call accounting system

RAD Fiber modems

Data modules

Western Electric coin pay phone

TDD telephone units

Site 1 Civic Center – City Hall, Police Facility, Communications Center and Fire Sta 5

Definity G3si switch: carrier A thru D

UPS

Intuity Audix Voice Mail system

Avaya/Vermark Call Account System

SAT terminals

Data modules

7 RAD Fiber modems

1 Pay phone

TDD telephone unit

282 digital voice terminals

271 analog voice terminals, faxes, modems, and data lines.

Site 2 Fire Station 2 –

Definity ProLogic switch

RAD Fiber modem

PSU and modem

RMATS modem

7 digital voice terminals

3 analog faxes, modems, data line

1 Avaya PagePal

Site 3 Community Center – Community and Recreation Centers, Fire Sta 3, PD Sub

Definity ProLogic switch

RAD Fiber modem

PSU and modem

RMATS modem

22 digital voice terminals

8 analog voice terminals, faxes, data lines

1 Avaya PagePal

Site 4 Operations Complex – Fire Sta 4, Parks Maintenance and Corp Yards

Definity ProLogic switch

RAD Fiber modem

PSU and modem

RMATSmodem

31 Digital voice terminals

14 analog voice terminals, faxes, data lines

2 Avaya PagePals

Site 5 Fire Station 1 –

Definity ProLogic switch

RAD Fiber modem

PSU and modem

RMATS modem

9 digital voice terminals

3 analog voice terminals, faxes, data lines

1 Avaya PagePal

Site 6 Fire Station 6 –

Definity ProLogic switch

RAD Fiber modem

PSU and modem

RMATS modem

8 digital voice terminals

3 analog voice terminals, faxes, data lines

1 Avaya PagePal

Site 7 South Coast Plaza Police Substation –

Definity ProLogic switch

RAD Fiber modem

Data module

RMATS modem

6 digital voice terminals

2 analog fax, data line

Site 8 Community Center –

6000 Office Branch Extender

RAD Fiber modem

8 digital voice terminals

Data Network

Network cabling, both copper and fiber, jacks, throughout City facilities

Amp and Leviton hardware

Paging Systems

Simplex at Police Facility (New)

Various Ducane, Bogen at City Hall (Very Old)

Bogen C100 at all six fire stations for both paging and fire alert dispatch

Bogen C30 at Communications Center

Intercom Systems

4 AllenTel call boxes at Police Facility

Jail door access intercom at Police Facility

Jail prisoner visitor intercom system at Police Facility

Intercoms systems on fire vehicles; David-Clarke and Sigtronics with interface into the vehicle radios

Recording Systems

Stancil recorder for radio and telephone at Communications Center

Pyxis recorder at Police Dept. and Communications Center

Fire Station Alert Systems

Includes but not limited to Motorola Moscad control units, in-house built relay

boards, signal light blocks, power supplies, and PA interface (see PA above)

Uninterruptible Power Supplies

See attachment

Vehicles

115 Police vehicles

46 Patrol Units

Code 3 Lightbars

Unitrol Siren/Controllers

Troy Consoles

Gamber-Johnson MDC Mounts

Setina Cages

Rhino Pushbumpers

Motorola Radios and MDC's

L3 Video system

Broadband interface modem

12 Motorcycles

24 Support Units – Animal Control, Parking, CSI, Trailers

33 Plain Units – Chief, Captains, Lieutenants, Detectives, Admin.

22 Fire vehicles

13 Supression units – Engines, Truck, Quint, USAR, BC

Lights, Sirens

Radios, MDC's

9 Support units – Chief, Admin, Prevention, Utility

45 Public Works vehicles – City Hall, Parks, Streets, Maintenance

Radios only

APPENDIX 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 Telecommunications Technical Services RFP at any time after _____, 2011.

_____

OR

I certify that Proposer or Proposer's representatives have communicated after August 15, 2011 with a City Councilmember concerning the Telecommunications Technical Services RFP. A copy of all such communications is attached to this form for public distribution.

_____

APPENDIX D

PRICING PROPOSAL FORM

TELECOMMUNICATIONS TECHNICAL SERVICES

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) 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**	**Hours worked**	**Total Cost**	**Overtime rate**
	$			$
	$			$
	$			$

Total Estimated Annual Price	$

APPENDIX 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.

APPENDIX 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."