CITY COUNCIL AGENDA REPORT

MEETING DATE: November 1, 2011 **ITEM NUMBER: CC-10**

SUBJECT: DISPATCH SERVICES REQUEST FOR PROPOSAL

DATE: OCTOBER 20, 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 Dispatch Services (Attachment 3) based upon the analysis provided by both the Dispatch Services 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 Dispatch Services Contracting Committee met to discuss the duties and responsibilities of the Dispatch Services 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 Dispatch Services program:

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

On September 26, 2011, October 3, 2011, and October 18, 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 the Police Chief, Tom Gaszi, 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 Dispatch Services, 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 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 Dispatch Services 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 Dispatch Services 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 Dispatch Services based upon the analysis provided by both the Dispatch Services Contracting Committee and the Police Department.

Thomas R. Hatch
Chief Executive Officer

Bobby Young
Finance and IT Director

Attachments:	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 DIRECTOR

DATE: OCTOBER 18, 2011

SUBJECT: DISPATCH OPERATIONS 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 Dispatch Operations Contracting Committee met to discuss the duties and responsibilities of the Telecommunications Dispatch Operations program and determine "the available alternatives for service delivery". After hearing a presentation about the draft RFP by department staff and asking questions, the Committee determined alternatives for the Telecomunications Dispatch Operations program.

On September 26, 2011 the Committee met to further discuss and clarify the draft RFP and analysis of the alternatives/options.

On October 3, 2011 the Committee met to further discuss and clarify the draft RFP and alternatives/options.

On October 18, 2011 the Committee met to finalize and approve the draft RFP and alternatives/options.

The following are alternatives for the Dispatch Operations program with analysis included.

1. **Retain existing service level at existing cost.**
   Currently there are twenty-one (21) budgeted full time communication positions providing dispatch services, however four of the positions are vacant. Due to the vacancies and short-shifts, part-time employees are utilized to meet minimum staffing requirements pending their

availability. The City of Costa Mesa's dispatch facility is designated as a Primary Public Safety Answering Point (PPSAP) and all dispatchers are trained to perform police and fire dispatch functions. They also provide dispatch services for animal control and other local government agencies.

2. **Contract with another public entity.**
   The City could contact other local agencies to determine the desire to form a JPA to provide Telecommunication Dispatch Operations 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 joint powers authority 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."

3. **Contract with a private entity.**
   Unfortunately there are currently no examples of agencies utilizing private entities to perform Public Safety Dispatch operations. However, it may be a possibility.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Dispatch Operations 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 Dispatch Operations 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 26, 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 Dispatch Operations Contracting Committee.

Outlined in the *Dispatch Operations Contracting Committee Memorandum*, Finance Director Bobby Young identifies the Committee's three (3) alternatives for the Dispatch Operations program, 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 as a Primary Public Safety Answering Point (PSAP) and continues to provide dispatch services for police, fire, and other local government departments. This has proven as an efficient model of receiving calls for service and coordinating the response of public safety resources.

Cons: The City will remain responsible for the salary & benefit costs of the dispatch personnel, in addition to maintenance & operation costs of complex CAD and radio systems.

Alternative 2: Contract with another Public Entity

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

A contract with one or more cities could increase the City's access to additional resources and services. This could potentially enhance the overall effectiveness of City services. There are examples of agencies that have combined Communications services, i.e., West Comm, which is a Joint Power

COSTA MESA POLICE DEPARTMENT

MEMORANDUM

Authority (JPA) in Orange County as well as a breadth of services through the Orange County Sheriff's Communications operation. There are prospective cost benefits with respect to shared CAD RMS systems in this environment.

Cons: The fiscal impact of contracting with another public entity is unknown at this time. As mentioned, there are examples of agencies that have formed JPAs for dispatch services; however, these JPAs generally have lower call volumes, CAD incidents, and only dispatch for either police or fire services. This may create the need for a second contracting agency or JPA to provide dispatch services for the other discipline that is not served under the original JPA.

It is also unknown how contracting with another public entity or creating a JPA may affect service levels in the areas of responsiveness, call processing/dispatching timeliness, geographical/community familiarity, and interoperability of public safety services.

Alternative 3: Contract with a Private Provider

Pros: The City will eliminate its employee salary & benefit costs. Maintenance & operation costs may also be reduced or eliminated as a source could provide the infrastructure for such a program.

Alternative 3 may also create interest of a local private source to meet the respective service needs.

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 public safety dispatch services to local government agencies, at least known of in Southern California.

It is also unknown how contracting with a private provider may affect service levels in the areas of responsiveness, call processing/dispatching timeliness, geographical/community familiarity, and interoperability of public safety services.

These responses are a brief assessment of the alternatives identified by the Committee. Further study may occur as information of proposed services is discovered.

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

Tom Gazsi
Chief of Police

REQUEST FOR PROPOSAL

FOR

Public Safety Dispatch Services

Costa Mesa

Police Department
CITY OF COSTA MESA

Released on [redacted]

Public Safety Dispatch 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 public safety dispatch 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 public safety dispatch 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 community is slated for substantial vertical growth over the next ten years to include the development of five high-rise residential condominiums.

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 is also a center for cutting edge youth apparel and sporting goods manufactures. Costa Mesa represents the best Southern California has to offer.

The City of Costa Mesa Communications Center (CMCC) is a Primary Public Safety Answering Point (PPSAP). CMCC is a combined Police and Fire Dispatch Center responsible for providing Public Safety to the community. Communications Officers are responsible for receiving incoming calls into a centralized computer aided dispatch (CAD) communications center, including requests for police and fire protection services or information; and dispatching

personnel and equipment for emergency services. Communications Officers are trained in Emergency Medical Dispatching (EMD) and adhere to Police Officer Standardized Training (POST) Dispatch certification standards.

CMCC is currently using Motorola CAD and Radio System and Vesta phone system. CMCC has seven (7) dispatch consoles on the main floor and one (1) dispatch console in the training area.

All 9-1-1 calls in Costa Mesa are answered by CMCC Communications Officers. The Communications Officers are all cross trained in call taking and police/fire radio functions. The Communications Officers also answer all 10-digit emergency and non-emergency lines for Costa Mesa Police Department and Costa Mesa Fire Department. CMCC also answers calls for City animal control services and provides after hours call service for Mesa Consolidated Water District.

The City of Costa Mesa has one main Police Department, two (2) Police Substations and six (6) local fire stations.

The City prides itself on sustaining full time, dedicated staff working within the Telecommunications Division in support of the Communications 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 communications dispatch center vendor, with the experience and expertise to maintain quality and expert level of service.

2. SCHEDULE OF EVENTS

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

Release of RFP	November 2, 2011
Deadline for Written Questions	November 25, 2011
Responses to Questions Posted on Web	December
Proposals are Due	
Proposal Evaluation Completed	
Approval of Contract	TBD

3. SCOPE OF WORK

Call Volumes (9-1-1 and Administrative Calls)

The total call volume for all services provided by CMCC, which includes all emergency, non-emergency, administrative, incoming/outgoing and ancillary responsibility for telephone service

for Mesa Consolidated Water District is approximately 255,000 annually. The distribution is as follows:

9-1-1	40% of all incoming/outgoing
Administrative/Non-Emergency	60% of all incoming/outgoing

All 9-1-1 calls shall be answered within 0-10 seconds, at minimum 95% of the time.

Call volume statistics:

Dispatching

The number of Computer Aided Dispatch Calls for Police and Fire is approximately 110,000 incidents per year. Currently, the City is the Primary PSAP and dispatches all calls for fire, police and other local government (including public services).

The CMCC's required objective is that all 9-1-1 calls requiring service be answered, processed and dispatched within sixty (60) seconds ninety percent (90%) of the time. The objective in answering, processing and dispatching non-emergency lines is sixty (60) seconds ninety percent (90%) of the time .

At the disposition of a CAD incident, the CAD data transfers to a Records Management System (RMS) utilized by the respective Department. The Fire Department uses the Sunpro RMS. The Police Department uses the Motorola LRMS.

The successful bidder would be required to ensure emergency response data is successfully transferred to the mentioned Records Management System in real time and at the conclusion of the incident. As an alternative, the successful bidder may identify an alternative solution to provide the RMS data for the Police/Fire Departments.

Dispatch volume statistics are as set forth in Appendix "G."

Police Dispatch Services

Costa Mesa Communications currently dispatches emergency and non emergency calls for Costa Mesa Police Department. The approximate annual dispatched calls for service is 100,000 per year. The Communications Officers are responsible for answering emergency calls which must be properly processed, including the dispatching of personnel and equipment to the scene of police incidents, accidents, and other emergencies. Answering non-emergency calls and screening to route to the appropriate person or office.

Communications Officers have access to DOJ files and have completed a thorough background investigation including criminal history check.

City of Costa Mesa Police Department offers an on-line reporting system (CopLogic) for crime reports that meet certain criteria.

Fire Dispatch Services

Costa Mesa Communications dispatches emergency and non emergency calls for Costa Mesa Fire Department. The approximate annual dispatched calls for service is 10,000. The Communications Officers are responsible for answering emergency calls which must be properly processed, including the dispatching of personnel and equipment to the scene of fire incidents, accidents, rescue operations and other emergencies. They are also responsible for answering non-emergency calls and screening to route to the appropriate person or office. Communications officers are EMD and CPR certified.

Technical

Costa Mesa Communications utilizes a Motorola Print Track Computer Aided Dispatch (CAD) System. All Police and Fire emergency vehicles are equipped with Motorola 800 (MW 800's) mobile units (MDC). The mobile software application is Motorola Premier.

Mobile Data Computers (MDC)

CMCC uses the Motorola Radio Network Controller platform for the MDC interaction with the CAD. Broadband wireless data cards are also used for AVL/GIS/Internet purposes.

The City of Costa Mesa Geographical Information Systems data is provided by the City of Costa Mesa Information Technology Division. The successful bidder would be required to develop GIS/Mapping data.

There are a total of 64 Police Mobile vehicles. There are a total of 17 Fire Mobile vehicles.

There are a combined total of 81 mobile vehicles for Police and Fire.

Current Equipment Used for Dispatch Functions:

1. 19 Consolette radio (qty. 19)
2. Full Gold Elite interface system for 8 dispatch positions
3. Stancil recorder (qty. 1)
4. OA1 radio (qty. 1)
5. RNC server(qty. 1)
6. Quantar Radio (qty. 1)
7. MTR2000 radios (qty. 2)
8. FERRUPS UPS system (qty. 1)
9. Bank charger for portable radios (qty. 3)
10. CAD server; slated for replacement this budget year (qty. 1)
11. Complete 9-1-1 phone system composed of:
    - Plant Equipment Vesta system
    - Mapstar mapping system
    - Playback system
    - ECATS and Furance call tracking systems
    - GE ST2000 UPS

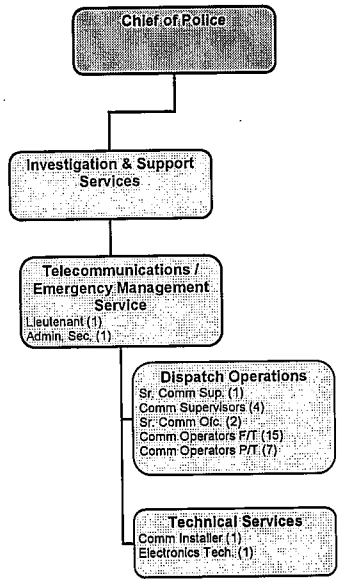
Training

Current training requirements are as follows:

New Hires:
POST Certification – 120 Hours of Instruction – Public Safety Dispatcher Course (Basic)
80 Hour In-House Academy
Emergency Medical Dispatching – Certified Course – 40 Hours
CPR Certification

On Going Training:
Continuing POST Training: 24 Hours Every 2 Years
CPR Recertification Every 2 Years

The successful bidder must identify its training requirements, both for initial hires and for existing employees on an on-going basis. For any private Proposer, please document how you will be able to ensure that dispatchers can be CLETS authorized and received POST training and continuing training to meet California legal standards.
Current Organizational structure and governance:



Schedules: The City currently provides dispatch operations on a 24/7 basis, 365 days per year using two shifts of twelve hours each. Currently, the City has 15 full time communications operators, 7 part time operators, 2 senior communications officers, four communications supervisors and a senior communications supervisor.

Existing Facilities: The Costa Mesa Telecommunications Center consists of: Offices – 5, Copy Room – 1, Conference Room – 1, Training Room – 1 (1 dispatch workstation), Supply Closet – 1, Full Service Kitchen – 1, Equipment Room – 1, Telephone Room - 1, Electrical Room – 1, Restrooms with Lockers (30 women lockers, 16 men's lockers), Dispatch Room (7

workstations), Outside Patio, and a Maintenance Shop with office area, loft, restrooms, and 2 garage bays.

Responsibilities:

- Notification to City management/staff for major/significant incidents
- Simultaneously monitor various radio frequencies: Police, Fire, Animal Control, local government, mutual, tactical, water district (after hours), landlines, and OC Emergency Red channel
- Access the 24/7 compliance center for emergency cross references and emergency interrupts
- Complete daily shift reports
- Contact wireless phone providers for subscriber and billing information
- Obtain latitude and longitude for 911 hang up calls
- Triangulate cell sites for 911/emergency situations
- Assists PD and FD with call out requests including, but not limited to: Tow trucks, Blood Technicians, Cal Trans, Edison, Southern California Gas, Time Warner, Water Department, Animal Control, Signal Maintenance, Local Government, Maintenance Services, and Sanitation
- Motorola mapping system
- Vesta/Orion mapping system
- FATPOT
- Coplink
- IIQ
- LRMS
- Geography (geographic boundaries/areas, adjacent agencies, street numbering, primary streets/thruways, neighborhoods, parks, & schools)

Collateral Duties:

- Audio tape requests
- Prepare court tapes for the District Attorney's office by using the departments recording equipment (Stancil)
- Prepare audio tapes for police and fire review
- Prepare citizen tape requests for the City Attorney's office
- Complete the declaration for custodian of records report
- Update in-house tape log
- Prepare the daily 60 second report
- Evaluate reasons for calls going over 60 seconds
- Monitoring of the City Hall and Police facility alarm system
- Knowledge of the City's disaster plan.
- Knowledge of EOC activation procedures
- GIS Monitoring and Update/Maintenance
- CAD information file maintenance
- DSOP Update and maintenance
- Telestaff / ISE (staffing management programs)
- Prepare Daily Supervisor Report

Emergency Management Systems

- AlertCM (Rapid Notify)
- AlertOC
- Web EOC

Vesta Work Stations

9-1-1 Trunks (7)
Admin. Lines (2)
Police Lines (5)
Ring Down Lines (17)
Animal Control Line (1)
Water District Line (1)
Watch Commander Line (1)
Orion MapStar
ALI/ANI Display

CAD Work Stations

Call Entry
BB Files
AWW Status Screen
Premier ATM Mapping
IIQ

Motorola Centracom Radio

Police Radio Frequencies
Fire Radio Frequencies
Mutual Aid Channels
Control One
Public Works Channel
OA-1 Radio Channel
OCC Channel
Able Call Radio

4. PROPOSAL FORMAT GUIDELINES

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

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order

and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this RFP or a possible contract, may be rejected. The following proposal sections are to be included in the bidder's response:

A. 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.

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

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

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

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

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

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

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

6) If you propose to provide only portions of the identified dispatch services (such as fire dispatch only or law enforcement dispatch only), please describe how you

7) 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.

8) 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.

D. Staffing

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

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

E. Qualifications

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

1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
2) A summary of the your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
3) Provide at least five local references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
   - Client Name
   - Project Description
   - Project start and end dates
   - Client project manager name, telephone number, and e-mail address

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.

F. Financial Capacity

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

G. 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.

H. Disclosure

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

I. 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.

J. 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 four (4) copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

- **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 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

  Kimberly Hall Barlow
  Jones & Mayer
  City of Costa Mesa
  City Attorney's Office
  3777 N. Harbor Blvd.
  Fullerton, CA 92835
  RE: Dispatch Services

- **Inquiries**
  Questions about this RFP must be directed in writing, via e-mail to:
  Richard Amadril, Purchasing Supervisor
  rick.amadril@costamesaca.gov

  From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of this RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**
  This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. 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
Public Safety Dispatch 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,

(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 Five Million Dollars ($5,000,000.00), 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 12345 Jefferson Rd. Costa Mesa, CA 92626	City of Costa Mesa 77 Fair Drive 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

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 Public Safety Dispatch Services RFP at any time after [INSERT DATE OF ISSUANCE OF RFP], 2011.

_____

OR

I certify that Proposer or Proposer's representatives have communicated after [INSERT DATE OF ISSUANCE OF RFP] 2011 with a City Councilmember concerning the Public Safety Dispatch Services RFP. A copy of all such communications is attached to this form for public distribution.

_____

APPENDIX D

PRICING PROPOSAL FORM
PUBLIC SAFETY DISPATCH 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."

APPENDIX G

Annual & Monthly Dispatch Volume Statistics

JAN '08	21,639	FEB '08	19,736	MAR '08	21,337
JAN "09	21,614	FEB "09	19,498	MAR '09	20,548
JAN '10	20,084	FEB '10	18,025	MAR '10	19,356
	63,337		57,259		61,241
Avg.	21,112	Avg.	19,086	Avg.	20,414
APR '08	20,752	MAY '08	21,978	JUN '08	22,195
APR '09	20,315	MAY '09	21,990	JUN '09	22,480
APR '10	19,830	MAY '10	20,215	JUN '10	18,953
	60,897		64,183		63,628
Avg.	20,299	Avg..	21,394	Avg.	21,209
JUL '08	23,729	AUG '08	21,867	SEPT '08	20,909
JUL '09	22,480	AUG '09	21,721	SEPT '09	21,897
JUL '10	22,131	AUG '10	21,409	SEPT '10	20,326
	68,340		64,997		63,132
Avg.	22,780	Avg.	21,666	Avg.	21,044
OCT '08	19,341	NOV '08	20,238	DEC '08	20,169
OCT '09	20,372	NOV '09	18,188	DEC '09	18,618
OCT '10	21,123	NOV '10	18,835	DEC '10	19,799
	60,836		57,261		58,586
Avg.	20,279	Avg.	19,087	Avg.	19,527

Percentage of Incoming 911

JAN '08	17.74%	FEB '08	17.85%	MAR '08	17.93%
JAN "09	17.44%	FEB "09	17.84%	MAR '09	18.06%
JAN '10	19.36%	FEB '10	18.48%	MAR '10	19.03%
APR '08	17.34%	MAY '08	17.05%	JUN '08	17.00%
APR '09	17.72%	MAY '09	18.03%	JUN '09	18.36%
APR '10	18.36%	MAY '10	19.03%	JUN '10	19.56%
JUL '08	17.16%	AUG '08	17.21%	SEPT '08	17.07%
JUL '09	18.65%	AUG '09	18.14%	SEPT '09	19.12%
JUL '10	18.93%	AUG '10	19.01%	SEPT '10	17.94%
OCT '08	16.78%	NOV '08	16.55%	DEC '08	18.67%
OCT '09	18.20%	NOV '09	19.28%	DEC '09	19.37%
OCT '10	18.99%	NOV '10	19.02%	DEC '10	19.84%

CAD INCIDENT YEARLY TOTALS

	2008	2009	2010
FD	9,492	9,401	9,628
PD	109,659	102,696	96,441
	119,151	112,097	106,069

PD/Emergency Calls

2008	2009	2010
1,531	1,467	695 * 6 month total only* Jan-Jun

PD/Non Emergency

2008	2009	2010
107,999	100,967	48,909 *6 month total only* Jan-Jun

FD/Emergency Calls

2008	2009	2010
8,281	7,653	4,091 *6 month total only* Jan-Jun

FD/Non Emergency

2008	2009	2010
1,208	1,755	611 *6 month total only* Jan-Jun