PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of ____, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and G4S Secure Solutions (USA) Inc., a Florida corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to have Consultant provide 24 hours per day, 7 days per week, 365 days per year staffing and operations of the Costa Mesa Type 1 Jail facility 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. Except as otherwise set forth herein, Consultant shall provide all services necessary to operate the Costa Mesa City Jail, a 32-bed, "Type I Jail Facility," as described in the Request for Proposals and the Proposal, the California Code of Regulations, Title 15 in strict accordance with State and Federal regulations and Costa Mesa Police Department policies and procedures, and in accordance with the Costa Mesa Police Department Jail Manual. For the compensation provided in Section 2.1 herein, custody and jail management services shall be provided for a minimum of 440 hours per week, consisting of 40 hours per week for Jail Superintendent time, 120 hours per week for Lead Custody Officer(s)' time and 280 hours per week of Custody Officers' time. Should the City desire to increase or reduce the number of hours of custody and/or jail management services at the Costa Mesa City Jail, Consultant shall make such reductions as requested by City upon a minimum of ten (10) days' written notice, except in cases of emergency, and Consultant's compensation shall be adjusted based upon the increase or decrease in hours of service, by type of personnel, at the rates reflected in Consultant's proposal.

"Jail Superintendent" shall mean an employee of Consultant, responsible for managing the City's Jail Facility and supervising the Custody Officers as outlined in the Jail Manual and meeting all Minimum Standards. The Jail Superintendent shall meet regularly

with the City's Jail Supervisor to resolve any Jail related problems. The Jail Superintendent will attend any and all Jail audits as required. Consultant shall provide a Jail Superintendent for a minimum 40 hours per week.

"City's Jail Supervisor" shall mean the Sergeant assigned by the Department as the official liaison or point of contact between the CITY and Consultant on all matters pertaining to the operation and management of the City's Jail Facility, who works for, and is paid by, the City. The Jail Supervisor will be the point of contact between the City and Jail Superintendent on day-to-day operations, unless the Department appoints a different point of contact. Decisions regarding policy or operational changes will necessarily be forwarded up the chain of command to the Jail Supervisor.

"Minimum Standards" shall mean all applicable Federal and State requirements, laws, and statutes, applicable court orders, the City's Jail Manual and California State Board of Corrections standards, whether now in effect or hereafter effected or implemented, as applicable to the services provided by Consultant at the Jail Facility pursuant to this Agreement, except as waived in writing by the City or State. Where a conflict exists between Federal and State requirements, laws, and statutes, applicable court orders, and California State Board of Corrections standards, the more stringent shall apply. Consultant shall comply with all Minimum Standards and local laws, and particularly with all Title 15 Regulations applicable to a Type 1 Jail Facility. Notwithstanding anything in Consultant's proposal, Consultant shall ensure compliance with the following requirements:

A. Title 15 Regulations, Article 11, section 1207—Medical Receiving Screening mandates the evaluation of an inmate's medical status. Consultant's staff shall ensure that a full medical screening questionnaire is filled out, from the onset of the booking process, for each inmate screened in the pre-booking process. If there is/are medical concern(s) that would preclude the booking of an inmate, as outlined in the Costa Mesa Jail Manual, the booking will be refused and the arresting officer or transporting officer will be directed to obtain a medical clearance, from a licensed physician, prior to acceptance of the inmate or the officer will be required to book the inmate at another custody facility.

B. Remote Video Monitoring & Data Center. Title 15, Section 1027 specifically states, "A sufficient number of personnel shall be employed in each local detention facility to conduct at least hourly safety checks of inmates through direct visual observation," and "audio or closed circuit television monitoring may supplement, but not replace these checks." Title 15 Section 1006 states, "staff must be able to see each inmate without the aid of audiovisual equipment to assure that he/she is alive and not experiencing any trauma." Remote video monitoring may be used by Consultant, but may not replace personal inspections. Video monitoring should only be seen as a complement to observing/supervising inmates in order to ensure their safety and wellbeing.

C. The Consultant shall provide, at its own expense, small toiletry and personal items such as toothpaste, toothbrushes, soap, etc., which are provided to the inmates, as needed, free of charge.

D. Consultant's employees shall launder the linens and other items used by inmates.

E. Lines of Authority: Consultant's Jail Superintendent, Lead Custody Officer on duty,

or senior Custody Officer on duty, will immediately report orally and in writing to City's Jail Supervisor and/or the on-duty Watch Commander when or if problems are experienced in the Jail such as, but not limited to, inappropriate behavior in the Jail, use of force by a Consultant's employee, accidents in the Jail, etc. A written report will be submitted as soon as practicable to the Jail Supervisor. The City will determine whether the incident shall be investigated by the Department or by an outside agency. Consultant shall cooperate with the City in developing a protocol to be followed in the event of any incident in the jail.

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 provision of services 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. No personnel providing services to the City under this Agreement shall be allowed to work under this agreement unless he/she is approved by the City. City also has the right to require Consultant to remove personnel from service under this Agreement upon demand of the City based on performance deficiencies or misconduct of any kind. All personnel providing services to the City shall comply with the Police Department's no visible tattoo policy.

City reserves the right without cause to require the Consultant to immediately remove and reassign any employee from the Jail Facility, provided such request is in accordance with applicable law. Initial notification may be provided to the Contractor orally, as long as City immediately provides Contractor with formal written notice to immediately remove and reassign any employee from the Jail Facility.

1.3 Employee Background Investigation: A background investigation shall be made by Consultant of the Jail Superintendent, and all prospective Employees prior to any prospective employee being hired by Consultant for assignment to the Jail, at Consultant's sole expense. Results of such investigation shall be made available to the City and the City shall have the right to interview and reject or approve all prospective Consultant's Employees before being assigned to the Jail, provided that any rejection is made in writing and in accordance with applicable law. Consultant shall maintain on file for each employee two completed fingerprint cards, a photograph taken within the last six months, a criminal history, and immigration information (where applicable). Consultant shall provide City with unlimited access to the personnel files of Employees assigned to the Jail Facility.

The Employee background investigation shall consist of the following:

1. Employment/Qualifications Verification: Conduct a five (5) year employer background check to verify applicant has not been terminated for other than honorable circumstances and to verify education and periods of employment. In addition, Consultant personnel shall successfully complete a medical evaluation that confirms their ability to perform the essential functions of the job prior to assignment to the Jail.

2. Education: Conduct an education review of the applicant to determine completed educational level. Validate all references made to completing "Equivalency Test" for High School level.

3. Drugs: Conduct a drug-screening test to verify non-usage of drugs upon initial hiring or thereafter "for cause".

4. Reference Check: Conduct a minimum of three personal reference checks.

5. Fingerprints: Process through Livescan the applicant's fingerprints for the California Department of Justice and NCIC/FBI clearance. Fingerprinting and processing of applicant to obtain clearances shall be performed by the City, with the required Department of Justice fees paid by Consultant. Fingerprinting must be completed, and clearances received prior to applicant working in the City Jail Facility.

6. Credit Check: Conduct a standard credit check to determine financial responsibility. Interview all credit agencies that have given a negative review to determine the cause of said negative review.

7. Minnesota Multiphasic Personality Intelligence Test: Conduct a Minnesota Multiphasic Personality & Intelligence Test (MMPI) to determine moral integrity and mental stability of applicant. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the City.

1.4 Orientation and Training: Consultant shall provide an orientation program for all Employees, as well as initial and recurring training in compliance with the applicable Minimum Standards and this Agreement. All training shall be conducted as close to the Jail as possible. Consultant shall provide City with access to the training records of all Consultant Employees assigned to or working in the Jail.

1.5 Court Appearances: Consultant shall pay all costs associated with court appearances made by Employees arising out of services provided under this Agreement.

1.6 DMV Checks: Consultant shall provide California Department of Motor Vehicle (DMV) reports on all prospective Employees to City for review. City shall establish minimum driving requirements for any Consultant employee who will be driving any City vehicle, which must be adhered to by the Consultant and its Employees.

1.7. 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.

1.8. 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.

1.9 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.

1.10. 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. However, all subcontractor(s) shall be reviewed and approved by City prior to their retention by Consultant.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be compensated in the maximum amount of $743,329.60 annually for 40 hours per week of jail superintendant services, 120 hours per week of lead custody officer services, 280 hours per week of custody officer services, which includes, processing, booking, transporting, managing, overseeing and releasing all inmates transported to the Costa Mesa Jail by any police agency, provision of medical screening, record keeping, food service oversight, and all related services Consultant's compensation shall cover all services as provided in Consultant's proposal, attached as Exhibit A to this Agreement, including overtime and related services as provided. Compensation shall be increased or decreased for services actually provided as may be changed from time to time in writing by City as set forth in Section 1.1 above.

The above rates include:

Overtime costs for six holidays
Title 15 Initial and Refresher Training
Overtime to cover vacation/call-offs
Title 15 Training Costs due to officer turnover
Background investigation
Training as outlined for G4S Custom Protection Officer
Drug Screening/Recruiting
64 hours of on-the-job-training
80 hours vacation per year
50 hours of CMPD Jail Policy Training
Area supervision
Account Management and Local Office Support
Federal Credit Union
401k plans
Corporate support

Uniforms
Payroll taxes and insurance
Medical, Dental, Vision and Life Benefits
Cleaning Supplies
Jail Cleaning, including laundry

Consultant's compensation shall also include all Consultant costs for overseeing and administering the provision of services from the City's selected vendors identified below. The City shall remain responsible for payment to the vendors for services provided to the Jail. The Consultant's services are limited to oversight of the vendors and have no responsibility for payment to the vendors. The Consultant shall oversee ordering food and linen services through City's selected vendor(s) (currently Aramark Service for food) and serving as liaison for food and linen services in the Jail. The Consultant shall also supervise the implementation of other City contracts for services provided in the Costa Mesa Jail as directed by the Costa Mesa Jail Supervisor, including but not limited to, inmate telephone services (currently contracted with Everoom/Securus); medical services (currently contracted with Dr. Lester Sacks, M.D., Ph.D) appliance maintenance/repair (currently contracted with Allen Services), cell repairs (partially contracted through Marathon Engineering), closed circuit television/jail video, Live Scan, Huntington Beach PD bookings, and digital video recorder repair, (currently contracted with Siemens).

The compensation called for in this Agreement shall not be increased for a period of eighteen (18) months from the commencement date of this Agreement. For the remaining term of this Agreement, including any authorized extensions thereof, compensation on an annual basis may be increased only by any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles - Anaheim - Riverside area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable.

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. Consultant shall be provided with a 60 day transition period to commence services from the date this Agreement is signed until the Effective Date.

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 thirty-six months ending on _____, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to two term periods of one (1) year each.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. If termination is without cause, City shall give Consultant at least thirty (30) days' written notice. 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. Consultant may terminate this Agreement with cause only if City breaches the Agreement in any material respect and fails to cure or commence to cure such breach within thirty (30) days following receipt of written notice from Consultant of any material breach and demand to cure. Should City fail to cure or reasonably commence to cure said breach within the thirty (30) day notice period, then Consultant may give a minimum ninety (90) days' written notice to City that it will terminate this Agreement. Consultant may terminate this Agreement upon one hundred twenty (120) days' written notice to the City in the event that performance of Consultant's obligations under the Agreement become commercially impracticable including changes in legislative or regulatory requirements affecting performance of the services or business factors such as changes in level or type of service required by the City that Consultant is unable to meet.

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 or completion of services by Consultant.

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

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

i. **Assumption of Liability:** Consultant's assumption of all liability caused by or arising out of all aspects of the provision and operation of the Jail as set forth in Section 6.9 hereof.

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

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

(b) **Automobile Insurance:** Consultant shall obtain and maintain Automotive Liability Insurance, on an occurrence basis, which will cover any vehicle

owned, leased, hired, borrowed or operated by Consultant or its employees which are used in the performance of duties under this Agreement. The insurance shall have a combined singled limit of not less than One Million Dollars ($1,000,000) for each accident.

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

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

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

5.2. Endorsements:

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

(b) Additional Insured: "The City of Costa Mesa and its elected and appointed

boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City" on the policies of comprehensive general liability, civil rights liability, property damage, automobile liability and excess liability coverages by endorsement. Consultant's naming of those parties as additional insureds shall provide coverage to the full extent of Consultant's liability under this Agreement.

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

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

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

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

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

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

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

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

5.5. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a

form and content approved by City, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Chief Executive Officer 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:

G4S Secure Solutions (USA), Inc.
2300 E. Katella Ave., Ste. 150
Anaheim, CA 92806
Tel: (714) 809-5936
Fax:
Attn: Brandon Joffe

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156
Fax: 714-754-5330
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"), whether or not suit is actually filed, and any judgment rendered against City's elected or appokinted officers, employees, or agents, including, without limitation, attorneys' fees, that may be asserted or claimed by any person, firm or entity arising out of or in connection with any claimed or actual negligent acts or omissions in the performance of the work, operations, or activities of G4S, its agents, employees, subcontractors, suppliers, or invitees.

"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, except that Consultant may employ any employee of the City who currently provides jail custody services to the City in accordance with Consultant's Proposal to offer employment to qualified personnel of the City. Should Consultant hire any existing City employee pursuant to the terms of its Proposal, it shall provide pay and benefits as set forth in its Proposal.

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: _____

Mayor

CONSULTANT

_____ Date: 5/9/12

Signature

JORGE R. VILLAVERDE, GENERAL MANAGER.

Name and Title

59-0857245

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

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

POLICY

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

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

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

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

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

1. The dangers of drug abuse in the workplace;

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

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

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

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

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

1. Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

CERTIFICATES OF INSURANCE

G4S Secure Solutions (USA), Inc.
2300 E Katella Avenue
Suite 150
Anaheim, CA 92806
Phone: 714.939.4900
Fax: 714.939.4914

May 7, 2012

Kimberly Hall Barlow
Jones & Mayer
C/O City of Costa Mesa
3777 N. Harbor Boulevard
Fullerton, California 92835

RE: PROFESSIONAL SERVICE AGREEMENT; CITY OF COSTA MESA JAIL SERVICES

Dear Ms. Barlow:

G4S Secure Solutions (USA), Inc. (Consultant) agrees to extend the pricing proposal for the City of Costa Mesa (City) Jail Services contract an additional one hundred eighty (180) days from the date of this letter, to allow for finalization and execution of the contract.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

Jorge Villaverde
General Manager
G4S Secure Solutions (USA) Inc. – Orange County
714-939-4900

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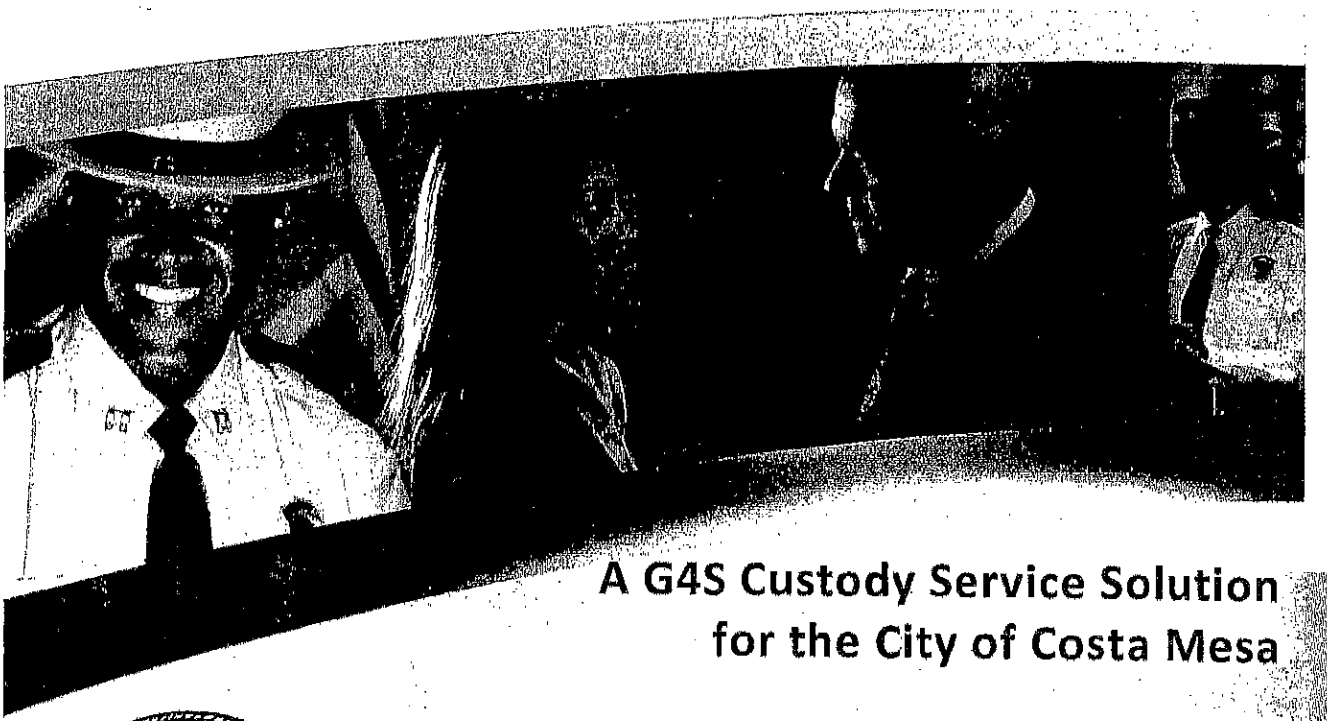
57 Years of Professionalism and Expertise in Privatized Security for Local Government



A G4S Custody Service Solution for the City of Costa Mesa

Presented to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628
Attention: Kimberly Hall Barlow

Presented by:

G4S Secure Solutions (USA), Inc.
Brandon W. Joffe
2300 East Katella Avenue
Suite 150
Anaheim, CA 92806
(714) 809-5936

STATEMENT OF PROPRIETARY INFORMATION

This proposal contains proprietary information regarding G4S and is not for public disclosure. Dissemination and reproduction may only be made after written permission by an authorized representative of G4S is granted. This document was prepared and is submitted in confidence to the City of Costa Mesa it is submitted solely for use by your management for the purpose of review in connection with an invitation to submit a proposal to provide security services.

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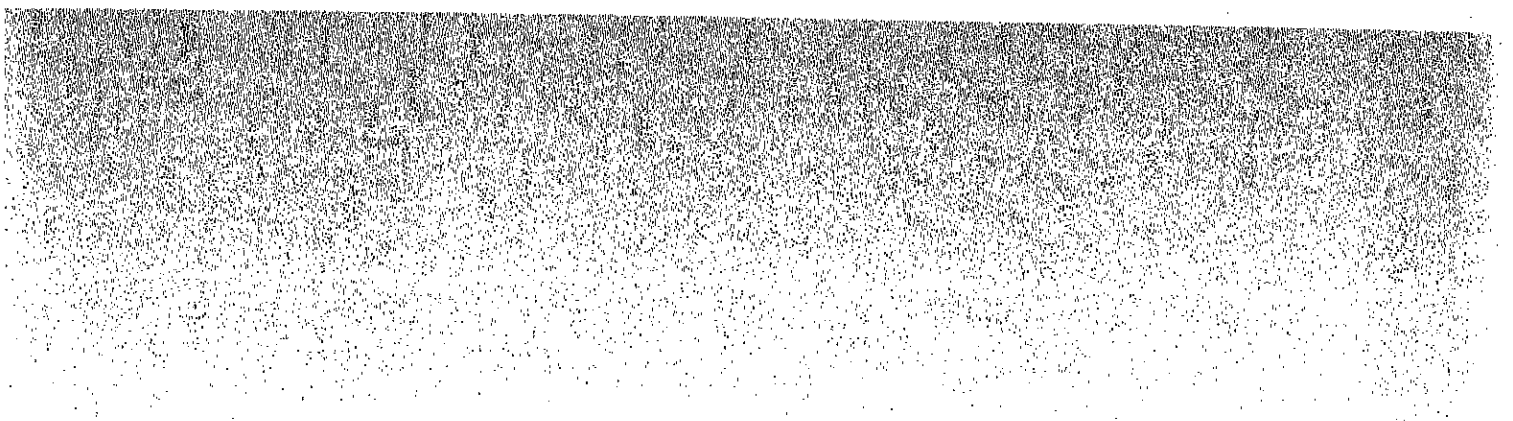

Exhibit A

REQUEST FOR PROPOSAL

Operation of the Costa Mesa Police Departments Type I Jail Facility

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: G4S Secure Solutions (USA), Inc.

Contact Person for Agreement: Jorge Villaverde

Corporate Mailing Address: 1395 University Blvd

City, State and Zip Code: Jupiter, FL 33458

E-Mail Address: jorge.villaverde@usa.g4s.com

Phone: 714-939-4900 Fax: 714-939-4914

Contact Person for Proposals: Brandon W. Joffe

Title: Manager, Business Development E-Mail Address: brandon.joffe@usa.g4s.com

Business Telephone: 714-939-4900 Business Fax: 714-939-4914

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

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

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

Names	Title	Phone
Grahame Gibson - President, G4S Americas		561-622-5656
Julie T. Payne - Vice President and Secretary		561-622-5656
Susanne Jorgensen - Vice President		561-622-5656
Drew Levine - President, G4S North America		561-622-5656
Jeffrey Cappelletti - Treasurer		561-622-5656
Jorge Villaverde - General Manager (Orange County)		714-939-4900

(not an active Director, but authorized to sign contacts)

Federal Tax Identification Number: 59-0857245

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:

G4S Secure Solutions (USA) Inc.
2300 East Katella Avenue, Suite 150
Anaheim, California 92806

Telephone: 714-809-5936
Fax: 714-939-4914
www.g4s.com/us

SECTION A. VENDOR APPLICATION FORM AND COVER LETTER

October 21, 2011

Kimberly Hall Barlow
The City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628-1200

Dear Mr. Amardril,

On behalf of our dedicated Orange County office staff, we appreciate the opportunity to submit our proposal to provide jail custody services for the City of Costa Mesa's Type I Jail Facility. G4S (formerly G4S Wackenhut), currently provides Custody Officer services to a number of Southern California Police Departments, and strongly believes that it can offer the City of Costa Mesa with a cost efficient, yet quality solution to its current operating cost challenges.

Our **primary objective** is to provide highly qualified and trained personnel (incumbent personnel or new recruits) to meet the City of Costa Mesa's goal of maintaining a professional jail service program while having the operation transition from in-house to contract be seamless.

This objective includes the following goals that comprise our overall solution:

- ✓ The staffing of CMPD Custody Officer positions with members of G4S's premier Custom Protection Officer® Division, the most qualified and highest caliber of officers in the industry.
- ✓ Making credible and documented efforts to retain existing CMPD Custody Officer Personnel who may be displaced by the outsourcing of this service and training personnel into G4S's Custom Protection Officer® program.
- ✓ Providing documented efforts to recruit, hire and train a Jail Supervisor (internal or external candidate) who has, at minimum 3 years experience operating within a similar working environment.
- ✓ Providing comprehensive and documented background checks that meet or exceed all background check requirements set out within your RFP. For more information on G4S background checks, please see said section.
- ✓ Contracting with a firm whose Human Resources and National Training Academy has received ISO 9000:2001 registrations.
- ✓ Providing state standard training required for all Custody Officers to operate in a Type I Jail Facility including Title 15, Article 3, Training, Personnel and Management, Section 1020 and Section 1021 .
- ✓ Providing 40 hours of G4S mandated internal training for all Custom Protection Officers®

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- ✓ Providing 50 hours of Instruction material taken from Costa Mesa Police Department Jail Manual.
- ✓ Providing annual refresher training, including 24 hours of SCT and 8 hours of CMPD policy.
- ✓ Contracting with the first security firm in the United States to receive certification and designation under the Department of Homeland Security's SAFETY Act.
- ✓ Operating in compliance with State statue 6031.6 CPC mandating operational procedures for privately operated jail facilities.
- ✓ Providing benefit and incentive plans for all officers including United Health, Medical, Dental and Vision programs, 80 hours of annual vacation hours per employee, and much more.

A key element to our established success lies in our commitment to provide our clients with consistently superior security and custody services. Our local management team endeavors to understand each of our client's unique objectives so that we can better serve them. We encourage you to follow-up with our references which include the Irvine, La Habra, Azusa, Beverly Hills and Whittier Police Departments to name a few. We also provide prisoner transportation to the Department of Homeland Security-U.S. Border Patrol.

We have made efforts to provide a fair and equitable cost proposal to ensure the highest quality of service will continue to be provided to the Costa Mesa Police Department. The attached proposal provides a basic overview of our service delivery to allow the Department the opportunity to evaluate the cost savings and benefits associated with contracting jail services. Keeping to the RFP requirements of limiting the length of our proposal to no more than 20 pages (excluding appendices), we have offered a condensed version of our service offerings and capabilities.

The service address for the G4S office nearest to the Costa Mesa Police Department and the office where project management will be housed from is:

G4S Orange County
2300 East Katella Avenue, Suite 150
Anaheim, CA 92807
714-939-4900 (Office)

This proposal will be valid for 180 days from submittal. If you have any questions, please feel free to contact me at 714-939-4900 or jorge.villaverde@usa.g4s.com.

Respectfully,

Jorge Villaverde - General Manager, Orange County
G4S Secure Solutions (USA), Inc.

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SECTION B. BACKGROUND AND PROJECT SUMMARY

G4S has reviewed all RFP documents and statements including all related exhibits and addendums and has a full understanding of the City of Costa Mesa Police Department's expectations for outsourcing its Jail Services program. The CMPD Jail is a 32-bed, "Type I Jail Facility," as described in your RFP. G4S currently works within several other Type I facilities in Southern California of equal or greater size. Below are brief summaries of each Scope of Work section and our understanding of work and objectives to be accomplished.

Recruitment

G4S will fulfill all requirements outlined in section 3. SCOPE OF WORK, section V. STAFFING REQUIREMENTS and fulfill these requirements by retaining or recruiting personnel into our Custom Protection Officer Division.

As noted in your RFP, the CMPD Jail holds historically male inmates only, prior to court arraignment and/or pending release on Bail, Own Recognizance, Written Promise to Appear, etc. G4S is experienced in hiring both male and female personnel that qualify under G4S requirements to work in this environment and are recruited to handle both male and female inmate intake at our various facilities. If requested by CMPD, we would endeavor to operate the same.

Background Checks

G4S has reviewed all requirements specified in section 3. SCOPE OF WORK, section V. STAFFING REQUIREMENTS, subsection 21, and has no reservations to fulfilling these requirements. G4S standard background checks outlined on page 15-16, exceed these requirements.

Training

G4S can meet and exceed all training requirements outlined in section 3. SCOPE OF WORK, section VI. TRAINING. For more information on our training plan, please see page 16-17 of our proposal.

Food, Linen and Cleaning Services

In reference to section XV. MAINTENANCE OF TYPE I JAIL FACILITY, section XVII. SANTIATION AND HYGIENE, section XVIII. FOOD SERVICES, and XXI. INMATE SERVICES, G4S can be fully compliant. Per your RFP, the CMPD Jail also houses sentenced inmate-workers, who handle food service and miscellaneous janitorial and maintenance duties. G4S is experienced in the issuance of food and linens on a daily basis at all other Type I facilities we currently operate within. We also provide full facility cleaning services at no additional cost. Although, our experience in purchasing, ordering and administrating all food and linen services is typically handled by department personnel in all 10 of our other Southern California facilities, G4S will endeavor to find a quality provider of food and linen services that meet all city, county and State regulations and also required under the CSA.

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Scheduling

G4S agrees to staff the Costa Mesa Police Department Type I Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing year-round, 24-hours per day, seven-days per week, and 365-days per year. Specific schedules will be determined by the needs of the City. In addition, G4S shall maintain the availability of at least one additional trained officer for deployment when needed, to fill any vacancy, within two hours. G4S will also provide services for sobriety check points and event services to support the department when needed.

Transportation

The CMPD RFP also indicates within its introduction and in section XXVI that Jail staff facilitates the transportation of inmates to and from court and to and from other holding facilities. G4S is also familiar and experienced with this type of work, handling transportation needs for a number of our local police department clients. Transportation includes services in department vehicles to and from the Orange County, Los Angeles County, San Bernardino County and Riverside County Jails and pickups/drop offs at local hospital of inmates at times. G4S has no reservations about providing inmate transportation services for the City upon review of current policy and procedures.

I.C.E. Liaison

In reference Section 3. SCOPE OF WORK, section XXIV. ICE LIASON, The City of Costa Mesa requires a working partnership with the existing ICE Liaison to facilitate the issuance of detainees or transportation. G4S currently is contracted with the Department of Homeland security providing contracted Custody and Transportation Officers for the Immigration Custom Enforcement (ICE) program. Our long standing partnership with ICE and DHS will allow for an experienced and well managed partnership to accommodate the relationship between the City and its ICE partners.

Compliance

Lastly, it is G4S's experience in our everyday operations at current police department jail facilities which we are contracted with, to operate as a Type I Jail Facility and in compliance with State statute 6031.6 CPC, which mandates privately operated jails, under contract to public entities to operate in compliance with all appropriate state and local building, zoning, health, safety, and fire statutes, ordinances and regulations, and with the minimum jail standards established by regulations adopted by the CSA as set forth in Subchapter 4 of Chapter 1 of Division I of Title 15 CCR. Our operation if selected by the City of Costa Mesa would also be in full compliance.

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SECTION C. METHODOLOGY

G4S ORANGE COUNTY OPERATIONS SUPPORT STAFF

The General Manager at the local area office is ultimately responsible for the delivery and management of all custody services within his/her geographic area. At the local level, the General Manager has been authorized to commit the resources necessary to satisfy contract requirements, conduct all required customer interface/inspections, and is expected to maintain the highest standards of quality. G4S Corporate policy dictates that each area office follow standardized procedures in regard to recruitment, screening, hiring, uniforming, quality, payroll, training, and administrative functions.

This standardization provides controls that ensure consistent and quality service throughout the organization. In addition, it provides a common focus, strengthens communication, enhances supervision, reduces costs, and fosters interactive relationships between the corporate and regional management teams and the area office. Further, the area office is its own profit and loss center, with the General Manager making his/her own operational and financial decisions. This means that key decisions pertaining to the day-to-day operation of the City of Costa Mesa Jail account may be made immediately, at the local level. It is incumbent upon the office to maintain appropriate staffing levels that will enable us to provide the highest degree of professional service in the most cost-effective manner.

Experienced supervisory and administrative personnel support the General Manager in the day-to-day operations of our accounts. This support includes, but is not limited to, the following:

- Client relations
- Recruitment
- Background screening
- Classroom training
- On-the-Job training
- Continuing education
- Supervision
- Inspections
- Physical security surveys
- Review/Write post orders
- Uniforming
- Equipment procurement

Our Orange County office is vigilant in its ability to respond to our customers' needs. Therefore, it is equipped to operate 24 hours a day, seven days a week. All managers, supervisors, and selected security officers are assigned mobile communication devices. Regardless of whether contact is made with the local office during business hours or G4S's National Call Center after hours, this system allows our key personnel to instantly communicate with each other, and appropriate emergency personnel (i.e., police, fire, and emergency rescue service) as necessary.

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The Orange County office will provide first-level support to City of Costa Mesa. The geographic compatibility of this office to the City of Costa Mesa facilities allows us to properly supervise your account, gives us knowledge of the local labor market, and gives us direct access to any additional resources that may be needed at your facility during short-notice or emergency situations. Our area office is fully licensed to conduct business in the State of California.

60 DAY CONTRACT IMPLEMENTATION SCHEDULE

G4S has extensive experience in assuming contractual security responsibility from other security organizations, as well as in-house municipality forces, with a minimal amount of impact upon client operations and affected personnel. Typically our transition timeline is about 30 days, however, with the unique training required to manage a Type I facility, G4S typically request 60-90 day transition timeline. **CORE Academy/Title 15 Training Courses are on a set schedule and because of this, our contract schedule could be impacted. The contract schedule is subject to availability of CORE Academy dates and availability. If candidates do not have already have certification, California State Law allows for officers to complete academy training within first year of hiring.**

The following is a high-level overview of our plan:

TASK	8	7	6	5	4	3	2	1	SERVICE STARTS
Contract award									
Meeting of G4S Management Team and CMPD Jail Leadership Team									
Set timetables, tasks, define expectations, define roles									
Begin recruitment of new and/or existing personnel									
G4S Interview Custody personnel									
CMPD Meet and Approval of personnel									
Conduct background investigations									
Offers of employment									
Conduct surveys									
Review/Write post orders									
Provide G4S Classroom Training					X				

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Order and Issue uniforms/equipment									
Create master schedules/assign personnel									
On-the-job training									
Final Review of Post Orders, Procedures, Personnel Files									
Place equipment/forms									
Contract commences									
Contract compliance/quality control									

PROJECT OBEJECTIVES AND TASKS

Upon contract award, as part of the transition and startup process, our office staff will initially meet with City of Costa Mesa's designated representative(s) to review contract requirements for the job. We will also conduct a physical security survey of the jail facilities, review any current operating procedures and discuss staffing as it pertains to incumbent personnel. The office staff will include:

- ✓ *General Manager, Jorge Villaverde*
- ✓ *Operations Manager, Robert Aull*
- ✓ *Human Resources/Recruiter, Jessica Putzeys*
- ✓ *Training Manager, Corbin Young*
- ✓ *Regional Training Manager, Rod Natale*
- ✓ *Manager of Business Development, Brandon W Jaffe*
- ✓ *Regional Vice President, Mark I. Tsuji*

Soon after the initial meeting, we will hold weekly conference calls to discuss our findings and provide a forum to discuss any undocumented or unobserved job specifications. We will also take this opportunity to ensure there is no disconnect between the level of service to be contracted and City of Costa Mesa's expectations. These expectations will help define the operating plan, we will communicate them to the entire security team in training sessions, and our supervisors continue this communication on an ongoing basis.

GENERAL TASKS TIMETABLE

Week 1:

- Start-Up Team - designed for the transition of services at your facilities our team will meet with your representatives to discuss transition details, philosophy and approach..

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- Recruit Existing Personnel - If you so desire, every effort will be made to retain qualified incumbent personnel and to solicit their employment with G4S. At this time, G4S representatives will meet informally with the incumbent personnel and present a brief synopsis of G4S. They will also distribute literature and employment application packages. In addition, they will meet informally with incumbent employees to allay fears associated with a transition. This meeting would be the first of many such opportunities to address the incumbent work force.

- Recruit New Personnel - A recruitment effort will be initiated as necessary to fill any remaining positions. Sources include, but are not limited to the use of G4S's on-line recruitment center (www.g4s.com/us), employment action logs, applicant files, employment services, current employees, as well as friends and relatives. Our recruiting for your account will focus on individuals with relevant experience.

Week 2-3:

- Interview/Select Personnel – G4S management will interview all personnel and ask each employee to elaborate on information contained in the application and related documents, including the background investigation consent forms. The interviewers will ensure all questions are answered completely, all documents are signed where required, witness signatures where required, and collect, copy and return documents, i.e., licenses, I-9 documentation, DD 214, etc. Additionally, personnel screened and selected by G4S will be sent to the department for a meet and greet to allow for pre approval of the candidates to be assigned to the facility.

- Conduct Background Investigations - Human resources specialists will ensure all required releases for investigations of prior employment, driving record and criminal history have been signed and witnessed before initiation of any inquiries. Prior employers, DMV, personal references, police record sources, etc. will be contacted to verify information given in the application or if necessary to determine employment eligibility.

- Offers of Employment - The human resources specialists will ensure offers of employment are made to only those individuals who meet all qualifications. These individuals will have successfully passed all steps of the employment process, including the background investigation, and will be eligible for continuation in the processing phase.

- Conduct Surveys – G4S Operations Management will conduct a physical security survey of your facility, buildings, grounds, etc., covered by the contract. It will also include the current security measures, including physical security coverage, lighting, fencing, access control, key control, post orders, etc. In addition, it will provide specific recommendations for improving the security program, i.e., reduction/increase in hours of coverage, manpower, lighting, access measures, etc.

- Review/Write Post Orders - G4S Operations Management will work with contract personnel to review and design post orders (general, specific and emergency orders) for each post based on your security plan The supervisors, training officers or other individuals in a training role will use the post orders while conducting

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on-the-job training. Additionally, a checklist of post activities will be developed for the post orders and used by the supervisor or other G4S representative conducting post inspections to test the knowledge and skills of the assigned personnel.

Week 4-5:

- G4S Classroom Training - The training specialists will implement the training program and plan as designed by the G4S North America Training Institute (NATI). This training will incorporate CMPD required 50 hour training and G4S required CPO training. The training material will be consistent with the knowledge, skills and abilities necessary to perform their general responsibilities.

  NATI uses lesson plans in a variety of subjects and languages as well as self-study student workbooks utilized worldwide.

Week 6:

- Create Master Schedules - An Installation Schedule will be completed covering post hours, number of personnel at each post, etc. The schedule serves as a worksheet for entering information into the computerized scheduling system. The system includes the information contained in the Contract Master related to pay and billing information. The installation schedule will be prepared as far in advance as practical so that employees will be aware of their work schedule and days off.
- Order Uniforms/Equipment - G4S has a computerized, on-line order entry system for the purpose of expediting accurate uniform, equipment and supply orders direct from the G4S warehouse and pre-approved vendors. This system reduces the cost of items due to our sole source buying and pre-approved item selection and packaging. Supplies, uniforms and equipment are shipped on request and available within necessary timeframes. The operations specialists will be responsible for ordering uniforms, equipment and supplies. Uniforms will be ordered and issued with adequate time for alterations.

Week 7:

- Issue Uniforms/Equipment - As uniforms and equipment are issued, accountability is recorded on the G4S Individual Uniform and Accessories Record, which includes number of issue, item, date of issue, employee's signature and initials, and witness signature. We will use this form to document any returned, reissued or, as required, any newly issued item.
- Assign Personnel to Schedules - In every case possible, employees will be assigned to schedules that are suited to their personal background, personality, appearance, and desires, thereby contributing to a higher level of personal performance through motivation.

Week 8:

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- Place Equipment/Forms on Post - Equipment, forms and supplies to be assigned to a specific post will be identified, tagged, sorted and assigned to the first individual assigned to the post on the day of contract commencement.
- On-The-Job Training - After employment and post assignment, on-the-job training will be conducted with all newly assigned employees and for all those incumbent personnel changing post responsibilities. This on-the-job training will be conducted by the training specialists, our training officers, supervisors or incumbent security force members familiar with the post and its responsibilities.

Week 1 – Contract Period:

- Contract Commences - In addition to manning each post, G4S management will be present for contract commencement to ensure a smooth transition and handle any contingencies that may arise.

HIRING AND RETENTION OF CURRENT EMPLOYEES

One of the most important aspects of a successful contract is the stability of the operation and ensuring the transition from an in house to contract force has minimal impact on the integrity of the jail operation. This is directly tied to retention of existing, in house personnel.

Our employee retention strategy begins with the hiring of employees that meet G4S and customer-specific standards. The first aspect to promoting retention is to align pay rates with local labor market conditions and customer-specific qualification requirements. Area wage surveys are conducted on a regular basis and, whenever possible, G4S attempts to pay its personnel above average wages in an effort to promote retention and limit turnover. This is very much true in custody environment, where we start Custody Officers at $16.50/hour and pay on up to $30.00/hour.

After the pay rate, the employee benefits package plays the most important role in the overall satisfaction of employees and ultimately the retention rate. We have provided an overview of our proposed benefits package for this account in the appendix section of this proposal; however, we are willing to work with City of Costa Mesa to negotiate as positive a package as possible to promote retention.

A final element of retention is achieved through training, which emphasizes the need for officers to take a sense of ownership in the operations of a contract. Employee development is encouraged for all employees and is key to the retention of experienced personnel. In order to empower employees, equal opportunity is provided for all personnel to participate in career development. Our retention strategy focuses on the following key areas:

- Living wage commensurate with local market conditions and qualification requirements
- Enhanced benefits and incentives

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- Proper training
- Career development and growth opportunities
- Management support
- Employee empowerment
- Meaningful communication – G4S recognizes that regular communication with employees is a key factor in employee satisfaction. We tend to communicate with our employees through several formal and informal vehicles. These include, but are not limited to, the following:
  - Supervisor to employee and employee to supervisor dialogue
  - Manuals
  - Post orders
  - Focus publications (continuing education publications)
  - G4S's website
  - Scheduled meetings
  - Pay stub attachments and payroll stuffers
  - *Posters*
  - *Pipeline magazine (company publication focused on employee recognition)*

In an industry where turnover is typically high (reportedly reaching as high as 300% to 400% annually for some firms in the U.S.), G4S has made significant strides to reduce these numbers. Using a cross section of types of contracts, the Security Services Division's national average turnover rate for 2010 was approximately 30-35% in Orange County. We track our turnover on a continuing basis and utilize technology to analyze reasons for turnover as depicted below.

QUALITY CONTROL

Quality assurance is an intangible concept that must be achieved through tangible means. G4S has taken a practical approach to quality assurance by providing our management with the necessary tools for operation and implementing controls to monitor and provide accountability for those operations. G4S Secure Solutions is able to achieve unmatched service quality through a combination of standard policies and procedures, technology, internal compliance measures, and customer satisfaction:

Total quality is our mission. It permeates every operation and every process. The ever increasing demands and expectations placed upon us by our internal and external customers prompted us to evaluate and, in certain cases, re-engineer our operational systems, policies and procedures

- ✓ **ISO 9001:2008 Certification** - ISO registration provides an objective third-party quality assurance of our policies, procedures, and operations, with ISO registration achieved in these key organizational areas:
  - ✓ Human Resources & G4S North America Training Institute
  - ✓ Strategic Accounts Group

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- ✓ International Accounts Division (IAD)

- ✓ **90-Day Control Plan** – In line with principles of ISO and G4S's ongoing efforts to continuously improve, G4S has implemented a 90-day Control Plan. This plan involves the ongoing monitoring of newly transitioned sites through follow-up activities to ensure the resolution of any issues that arise during the initial 90 days following the transition.
- ✓ **Six Sigma** - G4S has extensive experience supporting clients working within Six Sigma programs, with our Strategic Accounts Group management holding Green Belt certifications:
- ✓ **Reliability through Professional SOPs** - Standard operating procedures (SOPs) and accurate post orders contribute to our service reliability. G4S's best practices for payroll, billing and administrative procedures are online, supporting consistent operations.
- ✓ **Internal Compliance Measures** - Ongoing compliance measures, as part of our Quality Assurance Program, provide the operational oversight for us to deliver the security your promised.
    - Area supervision monitors & evaluates officers through announced & unannounced site inspections
    - Internal audits by our independent audit unit ensure compliance with operational requirements & local/state/federal laws and regulations
    - Balanced Scorecard, a set of measurable criteria, measures G4S office performance & compliance
- ✓ **Performance Reporting** - We provide clear performance information in a timely manner to assure your service quality, contract compliance, and continual improvement, as seen in:

Item	Description
On-Line Reporting: Customized Web Portal	■ Quality & service data available on-line in customized, secure web portal ■ Data updated real time, consolidated into single interface ■ System security restricts access to authorized users only
Incident Tracking & Reporting	■ Comprehensive data in secured Internet connection at no cost ■ Real-time reporting via Secure Trax™ hand-held to secure web portal
Key Performance Indicators	Core KPIs customized to your needs, including: ■ Customer satisfaction ■ Turnover ■ Security spend & overtime charges ■ OSHA statistics ■ Post inspections & site visits

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Item	Description
Customer Satisfaction: On-line Surveys	■ Web-based satisfaction survey rates service aspects ■ Results drive written corrective action plans ■ Reported in KPIs during Business Review Meetings ■ Available in real time via your custom web portal
Business Review Meetings	Formal meetings quarterly, twice per year, or annually, covering: ■ KPIs & service trends ■ Positive & negative performance ■ Improvement initiatives & challenges ■ Overall security effectiveness

INNOVATIVE AND CREATIVE APPROACHES – USING TECHNOLOGY

G4S has a dedicated technology group that develops proprietary security technology products that both supplement and enhance traditional manned guarding. The following table summarizes technologies and how they will directly benefit the City of Costa Mesa's jail service program. Additionally, we welcome the opportunity to present and discuss further our proposed technology solutions to the City.

Technology Solution	Benefits to the City of Costa Mesa
Secure Trax™	♦ Increases supervision through GPS plotting ♦ Provides real-time incident reporting & management ♦ Enhances safety inspections with immediate reporting ♦ Enhances compliance through post inspections ♦ Acts as a multi-communication device
Command Center Module	♦ Enhances your command center operations with incident reporting and management capabilities tied to Secure Trax™ ♦ Increases compliance with guard tours and patrol functions
On-line Time & Attendance Tool	♦ Provides real-time monitoring of arrival and departure times ♦ Reporting provided through a Customer Portal ♦ Replaces the need for paper time records
Business Intelligence Module	♦ Provides detailed reporting of key performance indicators (KPIs) and other operational analytics ♦ Provide a single platform to view contract-specific material
Automated HR Systems & Billing	♦ Enhances billing function and accuracy ♦ Automated HR systems enhance compliance over screening, training and licensing of personnel
Remote Video Monitoring & Data Center	♦ Replaces manned guarding through live video monitoring thereby providing a reduction in labor expenditures

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SECTION D. STAFFING

PROPOSED CUSTODY OFFICER PROGRAM

Based on the environment and competency required to manage a Type I facility, we are proposing our highest level of security officer, G4S's Custom Protection Officer® (CPO) program for Custody Officer Positions within the CMPD Jail.

G4S's Custom Protection Officer® Program provides the right level of officer skills and expertise for your Custody Officer skill sets. Through G4S's extensive selection and training, our officers provide the best privatized substitute for law enforcement the industry can offer. Their appearance, attitude and performance provide the professionalism you expect. We've chosen our CPO program for your situation because your:

- ✓ Security requirements require skilled, competent and physical protection.
- ✓ Premises demand a strong physical security presence & positive image.
- ✓ Officer must show good judgment, make independent, on-the-spot decisions & react appropriately under stressful conditions.

CUSTOM PROTECTION OFFICER® QUALIFICATIONS

Our officers are recruited from a unique labor pool, different than typical commercial security officers. In addition to the basic qualifications required of all G4S officers, to become part of our premier corps of security professionals, all candidates must meet at least one of the following qualifications:

Custom Protection Officer® (CPO) Required Qualifications:

- ✓ Law Enforcement Experience
- ✓ Service in the Elite Military Forces, Military Police or combat arms
- ✓ Graduate of Police/Corrections Academy
- ✓ Criminal Justice Degree
- ✓ Career Military

Additional Basic Qualifications

G4S will only consider personnel that meet both the Courts and G4S's minimum qualifications. All new hire personnel will meet the following qualifications for employment:

CMPD Jail - Proposed Staffing Model
"440 Model"

The following model is just a proposed model and can be adjusted to fit the needs of CMPD and its staff.

(11) G4S Contracted Officers:

(1) G4S Jail Supervisor @ 40 Hours Per Week
(3) G4S Lead Custody Officers (Shift Leads) @ 120 Hours Per Week
(7) G4S Custody Officers @ 280 Hours Per Week

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours Per Week	
Day Shift									
G4S Jail Supervisor	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500			40	hours per week
Custody Officer 1		0700-1500	0700-1500	0700-1500	0700-1500	0700-1500		40	hours per week
Custody Officer 2	filled by CO #5		0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	40	hours per week
Swing Shift									
Lead Custody Officer 1	1500-2300	1500-2300	1500-2300			1500-2300	1500-2300	40	hours per week
Custody Officer 3	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300			40	hours per week
Custody Officer 4		1500-2300	1500-2300	1500-2300	1500-2300	1500-2300		40	hours per week
Custody Officer 5	0700-1500			1500-2300	1500-2300	1500-2300	1500-2300	40	hours per week
Night Shift									
Lead Custody Officer 2	2300-0700	2300-0700			2300-0700	2300-0700	2300-0700	40	hours per week
Custody Officer 6	2300-0700	2300-0700	2300-0700	2300-0700	2300-0700			40	hours per week
Custody Officer 7			2300-0700	2300-0700	2300-0700	2300-0700	2300-0700	40	hours per week
Off Day Coverage									
Lead Custody Officer 3			2300-0700	2300-700	1500-2300	0700-1500	0700-1500	40	hours per week
								440	**total hours per week**

* No Lead Coverage on Thursday 1500-2300 but three jailers on duty

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- ✓ Must be at least 21 years of age
- ✓ Must be a U.S. citizen
- ✓ Must possess a Social Security Card approved by the Social Security Administration
- ✓ Must possess a State Driver's License with a safe driving record for the past five years
- ✓ Must be fluent, both orally and in writing, in English or another required language
- ✓ Must possess excellent communication and people skills
- ✓ Must possess a high school diploma or equivalent
- ✓ Must be trained and licensed (where applicable) in accordance with state requirements
- ✓ Must have been honorably discharged if served in a branch of the military service
- ✓ Must not have been terminated from previous employments for other than honorable circumstances
- ✓ Must possess basic computer skills and/or security systems knowledge
- ✓ Must be able to withstand physical demands of the position
- ✓ Must be able to interpret and apply rules, regulations, policies, etc.

COMPREHENSIVE BACKGROUND CHECKS

G4S understands the importance of maintaining a high level of performance of all Custody Officer personnel. We understand that personnel will be responsible for interacting with a variety of inmate personalities.

In order to verify the applicant's required standards and overall character, G4S will conduct a preliminary background investigation on all new Custody Officer applicants before submitting the applicant to the City for suitability determination.

The following table describes our preliminary background investigation process for all new hire personnel assigned to the Courts contract:

G4S Custom Protection Officer, Background Screening Processes

Screening Element	Description
Identity Verification	G4S initiates a social security number confirmation trace to validate the name(s) and addresses provided. This portion of the screening process also includes a check against the Specially Designated Nationals (SDN) and Blocked Persons list maintained by the Office of Foreign Assets Control (O.F.A.C.), which puts G4S in compliance with the Patriot Act and the Trading with the Enemy Act. Our system updates the list daily to ensure that all new hires are screened against the most current lists.
Employment & Education Verification	G4S verifies all activity, including prior employment and/or education for the last seven years. Periods of unemployment lasting 60 days or more are also verified. This may include character references from non-related individuals.
Criminal Records Check	G4S conducts a county of residence criminal record check for all residential addresses

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Screening Element	Description
	provided for the last seven years. Where statewide criminal record checks are available, G4S submits a request to the appropriate state agency. In addition, a multi-jurisdictional search of criminal database records is conducted that covers Courts, correctional departments, departments of parole, and sex offender registries nationwide.
Driver's License Check	G4S initiates a check of the applicant's driving record through the state department of motor vehicles. This would reveal all traffic violations, driving-related offenses, and substantiate a valid operator's license.
Credit Report	G4S initiates a credit check to determine if the applicant is financially responsible.
Drug Screen	All applicants undergo a 10-panel urinalysis test conducted by an independent drug-screening clinic. Applicants are sent to a collection location where a sample is collected and sent to a lab. The lab sends the results to our drug screening coordinator, who forwards the results to the local office. Chain-of-custody forms are used to ensure testing integrity. Due to the importance of this component of the hiring process, G4S has contracted with Quest Diagnostics to provide drug screens on a national basis.
MMPI	Physiological Exam
Physical Exam	Prior to submitting a new applicant for a Custody position, a medical exam will be conducted by a licensed physician to determine if the applicant is physically suited to perform the duties related to being a Custody Officer and is able to withstand the physical demands of the position.

Only 1 out of 10 CPO candidates successfully pass our screening and are hired.

G4S'S NATIONALLY RECOGNIZED TRAINING ACADEMY

G4S's CPOs assigned as Custody Officers will receive world-class training developed by our G4S North America Training Institute, which was the first training organization to pursue ISO 9001:2008 registration in the security guard industry. Training is more than our core competency; it's G4S's area of excellence. Our award winning training programs have been developed for our Custom Protection Officer® (CPO) which are then customized to meet your individual needs.

In 2007, 2008, 2009, and 2010 the G4S North America Training Institute was named one of Training Magazine's Top 125 employer-sponsored training programs and was awarded the APEX 2008 Award of Excellence in the Multimedia & Interactive

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Publications category.

TOP 125

The G4S North America Training Institute is ISO 9001:2008 registered.

G4S'S CUSTODY OFFICER TRAINING PROGRAM FOR CMPD

Upon successful completion of the background investigation, each Custom Protection Officer® (Custody Officer) will receive over 30 days of training before running the post on its own. This required training exceeds all industry and state of California standards and includes the following:

- ✓ Title 15 Training: 170 hours
- ✓ G4S Pre-Assignment Classroom Training: 40 hours
- ✓ CMPD On-the-Job Training (OJT): 64 hours
- ✓ CMPD required 50 hours Training (can be divided and assigned amongst the classroom and on the job training)
- ✓ 24 hours Annual Refresher Training (Title 15)
- ✓ 8 hours Annual CMPD Refresher Policy Training

Site-Specific Training

In addition to above classroom training and required Title 15 training, assigned personnel will receive a minimum of 64 hours of site specific, on the job training. This pre-service training will be under the direction of the Training Manager and will consist of site specific training as approved by the CMPD representatives. Programs will consist of items specific to the operation of the account. After completing the training program the site supervisor or training manager will sign the employee's training record and add the officer's name to the roster of officers that have completed the training program and are eligible to work at the site.

PROJECT MANAGEMENT AND RESUMES

The assigned Project Manager for the City of Costa Mesa custody service contract would be G4S Orange County, General Manager - **Jorge Villaverde.**

Please see Appendix B for Key Personnel Resumes.

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SECTION E. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

G4S COMPANY PROFILE

Annual Revenue	$2.5 Billion (North America)
Number of Employees	45,000
Year Founded	1901
ISO 9001:2008 Registered:	G4S North America Training Institute, Human Resources Department, National Account Group & International Accounts Division
SAFETY Act Designation & Certification...	1st security services provider awarded by U.S. Department of Homeland Security
U.S. Corporate Office	1395 University Blvd. Jupiter, FL 33458 (800) 922 6488 (561) 622 5656 www.g4s.com/usw

While this proposal presents an outline of our operational structure, capabilities and unique characteristics, we hope to demonstrate that industry leaders choose to partner with us because **G4S:**

- ✓ *has a nationwide network of over 110 area offices that are fully staffed with experienced professionals and equipped with the latest technology in order to provide streamlined administrative functions, and an exceptionally well-trained, highly motivated, and expertly supervised workforce.*
- ✓ *is focused on quality service and its key functions, to include the G4S North America Training Institute (our in-house training division), the Human Resources Department and the National Account Group, have all received ISO 9001:2008 registration.*
- ✓ *is flexible, innovative and customer focused as evidenced by the creation of our customized security programs and this has led to the development of our Custom Protection Officer® premium service level; ideal for serving Jail Service Programs.*
- ✓ *is focused on safety as evidenced by our corporate-wide Safety Program and receipt of Safety Act Designation & Certification from the U.S. Department of Homeland Security.*

We are confident that G4S has no peer considering our internationally respected security services, our

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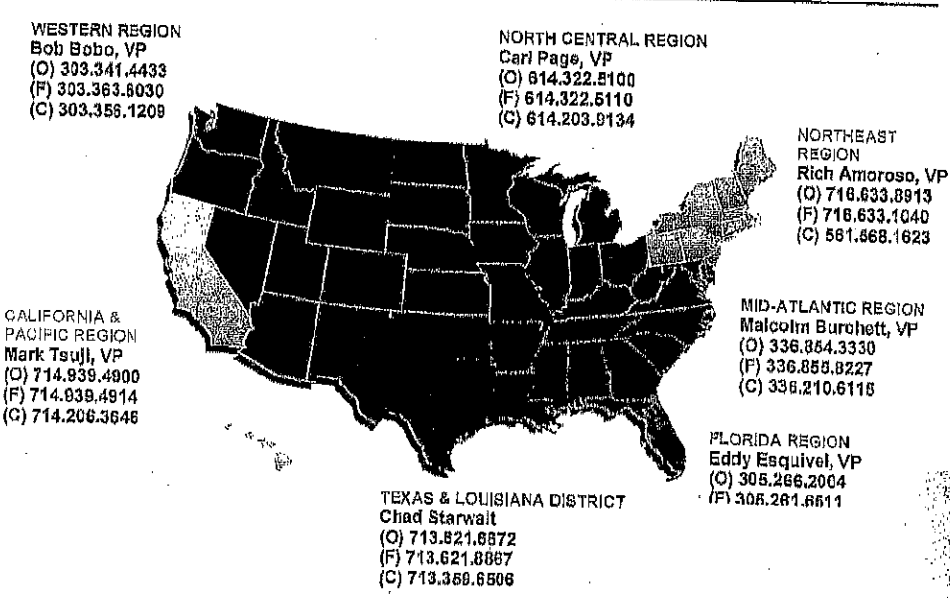
benchmark training programs, and our commitment to process improvements, which provide our customers with the best value and complete satisfaction. We listen to our customers and respond to their needs with innovative security solutions backed by over a half century of service excellence.

G4S ORGANIZATIONAL STRUCTURE

The Security Services Division is the major business unit of our corporation and is the division responsible for the implementation of government security service contracts. The cornerstone of the Security Services Division is the well-established network of distinct operating units within the U.S. G4S has staffed these operating units (regional, area, district, project, branch and satellite offices) with highly qualified security professionals trained to respond to a myriad of security needs and requirements. These requirements can range from the configuration of a relatively simple physical security plan to contingency planning, special events staffing, and complex, industry-specific requirements.



G4S FINANCIAL CONDITION

G4S's 2010 Financial Report is available publically at http://reports.g4s.com for review by Costa Mesa personnel. Because of the size of the report (136 pages), we have provided the above link and a short summary for ease of review. We have also provided some consolidated reports in Appendix

G4S is traded on the London (stock symbol: GFS) and Copenhagen stock exchanges. G4S is part of the Financial Times Stock Exchange (FTSE) 100 Index, which represents 80% of the market capitalization of the entire London Stock Exchange. This distinction sets G4S apart as one of the 100 most highly capitalized companies listed on the London Stock Exchange. Global annual revenues for 2009 were approximately $10.9 billion (2008: $9.2 billion). In North America, 2009 annual revenues were at $2.49 billion ($2.04 billion in 2008). Choosing

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the right security provider today means you can expect continuous performance year after year. Financial strength is an often overlooked indicator of a provider's long-term presence. It provides you greater confidence regarding the provider's ability to:

- ✓ Make payroll 100% of the time, on-time
- ✓ Continuously bring new technologies to your service
- ✓ Maintain an office today & tomorrow
- ✓ Survive during the normal turbulence of doing business
- ✓ Reliably deliver on their promises during today's once in a lifetime economic challenge

In response to Section 4, Subsection E, Subsection 4 of the RFP asks us to: "Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the proposer"...

The nature of the Corporation's business results in civil claims and litigation alleging that the Corporation is liable for damages from the conduct of its employees or others. Additionally, with more than 35,000 employees nationwide, the Corporation is subject to routine compliance investigations conducted by governmental agencies, such as with the Department of Labor, the Occupational Safety and Health Administration and other regulatory agencies. In the opinion of management, there are no such claims or proceedings pending that have had or would have a material effect on the operation of the Corporation or its ability to provide services to the City of Costa Mesa.

EXPERIENCE & DEMONSTRATED COMPETENCE WITH GOVERNMENT CONTRACTS

G4S has extensive experience in providing a variety of government levels with services. From Federal, State, County and City services, we have developed the expertise to meet any challenge and the expectations of clients who depend on professional security services from a proven provider. We have been providing custody services specifically since 1992. (Please see inserted Case Studies)

Of particular pride is our relationship with the Federal government as a Federal Supplier (GSA number provided if needed). **As the largest provider of security services to the U.S. Government**, G4S secures some of the nation's most treasured and vital government sites. Providing proven security solutions to nuclear facilities, detention facilities, transportation services, judicial center, libraries, water treatment plants, office buildings, assessment centers, transit systems, dispatch centers, airports, military facilities and locally service for such organizations as Immigration Custom Enforcement and the Southwest Border Patrol.

KEY STAFF AND REFERENCES

References and Reference Letters can be found in Appendix C & D. Key Staff can be located in Appendix B.

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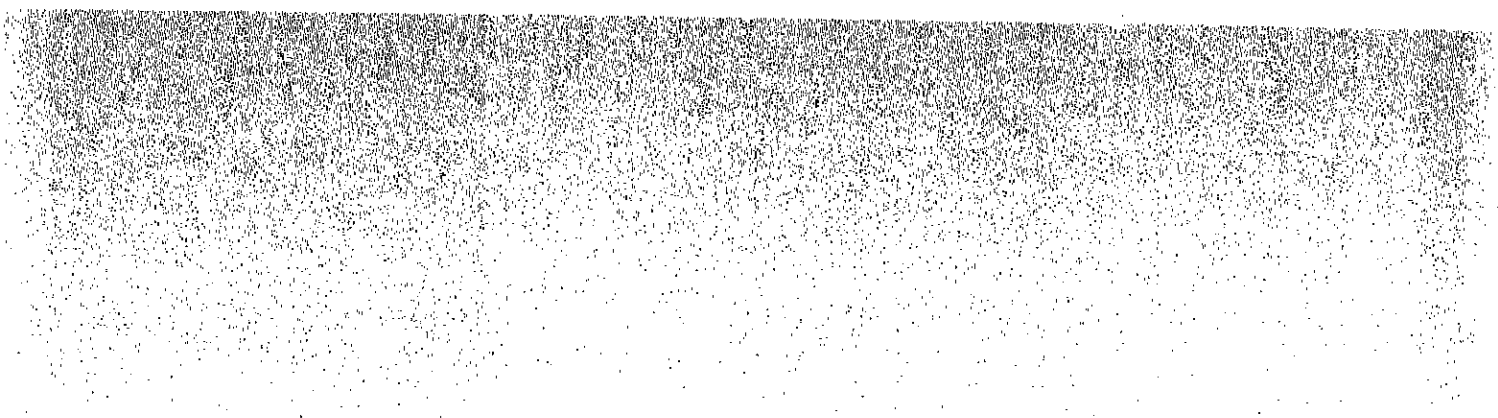
SECTION F. FEE PROPOSAL



Appendix D

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

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

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

Employee	Hourly Rate	Overtime rate
Supervisor	$ 44.19	$ N/A (Salary)
LEAD Custody Officers	$ 33.60	$ 47.04
Custody Officers	$ 30.34	$ 42.48

120 hours/week

120 hours/week

Supervisor Hourly Rate x 40 hours/week x 52 weeks/year	$ 91,915.20
LEAD Custody Officer Hourly Rate x ~~400 hours/week~~ x 52 weeks/year	$209,664.00
Custody Officer Hourly Rate x 280 hours/week	$441,750.40
Total Estimated Annual Price (Total Hours = 440 hours)	$743,329.60

G4S proposes adding Custody officer Shift Leads based off staffing schedule, Hours of coverage remains the same

The above rates include:

* Overtime costs for six holidays * Title 15 Initial and Refresher training
* Overtime to cover vacation/call-offs * Title 15 Training costs due to officer turnover
* Background investigation * Training as outlined for Custom Protection Officer
* Drug Screening/Recruiting * 64 hours of on-the-job training
* 80 hours vacation per year * 50 hours of CMPD Jail Policy Training
* Area supervision * Account Management and Local Office Support
* Federal Credit Union * 401k plan
* Corporate support * Uniforms
* Payroll taxes and insurance * Medical, Dental, Vision, and Life Benefits
* Cleaning Supplies * Jail Maintenance

The above rates do not include:

* Food Services & Linen Services as these services do not represent a fixed cost. G4S will (if required by the City) subcontract services through a thoroughly vetted bidding process and pass through the cost of these services with a 3% markup for administration of services to CMPD. G4S will endeavour to select services that meet all City, County and State and Title 15 Health Standards.

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SECTION G. DISCLOSURE

To the best of our knowledge and belief no employees or officials of G4S have any business or personal relationships with any Costa Mesa elected officials, appointed official, or City employee. As a large corporation with more than 35,000 employees across the United States, it is not possible for us to respond with respect to all employees. The G4S personnel directly responsible for managing the contract have no such relationships.

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SECTION H. SAMPLE AGREEMENT EXCEPTIONS

The following exceptions are noted for your consideration. G4S respectfully requests that the below items be open to discussion as they represent in our opinion areas of industry best practices that are beneficial to both parties.

Section 4 - Term and Termination:

The RFP states that the initial term will be 3 years with 2 one-year options to renew. The Agreement has a 12 month period that allows the parties to renew up to 4 one-year periods. Please clarify the term.

G4S requests reasonable termination rights for good cause such as in the event of a breach of the Agreement by the City or legislative, regulatory, or other business factor that makes performance of the contract unreasonable. G4S requests the right to terminate upon 60 days prior written notice to the City.

Section 5 Insurance:

G4S respectfully takes exception to Section 5.1(a) (i), which states: "Operator's assumption of all liability caused by or arising out of all aspects of the provision and operation of the Jail." It is unclear what this provision means. G4S believes its obligations and assumption of liability should be governed by Section 6.9 and requests this language be deleted.

G4S would like to clarify the Fidelity Insurance coverage requested in Section 5.1(e). G4S has the requested coverage, but its customers are covered under an endorsement called 'joint payee'; not a "loss payee." If a loss occurs, its insurer will pay G4S and the City.

G4S requests that Section 5.2(a) be revised to state: "All insurance policies shall contain a Waiver of Subrogation to the extent of Consultant's indemnification obligation under the Agreement."

G4S requests the following language be added to Section 5.2(b): "Consultant's naming of The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees as additional insured on its liability policies pursuant to this Agreement shall afford coverage only for the negligent acts or omissions of Contractor pursuant to this Agreement and shall in no event be construed for any purpose so as to make Consultant or the issuer of such policies liable for the negligence (joint, concurrent, independent or individual), acts, errors or omissions of third parties."

G4S requests Section 5.2(c) be revised to state: "Consultant's insurance shall be primary and any other insurance maintained by the City of Costs Mesa shall be excess and noncontributing with respect to any damages arising from Consultant's negligent acts."

Section 6.9 Indemnification and Hold Harmless:

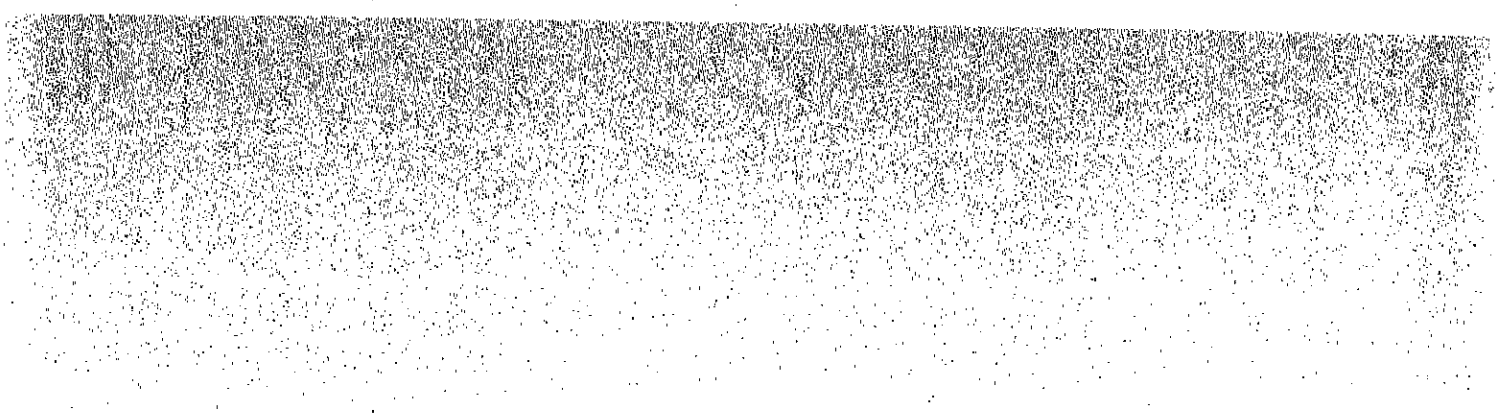
G4S requests that Section 6.9 be revised as follows:

> 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, reasonable attorneys' fees, arising out of or resulting from negligent acts or willful misconduct of Consultant (including its subcontractors and suppliers) in the performance of services under this Agreement.
>
> 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, except to the extent such injury is caused by the City's negligence or willful misconduct.
>
> 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.

As an alternative, G4S would be willing to accept the language in Section 6.9 of the original Agreement released with the RFP.

Securing Your World

SECTION I. CITY OF COSTA MESA REQUIRED FORMS



Appendix C

EX PARTE COMMUNICATIONS CERTIFICATION

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

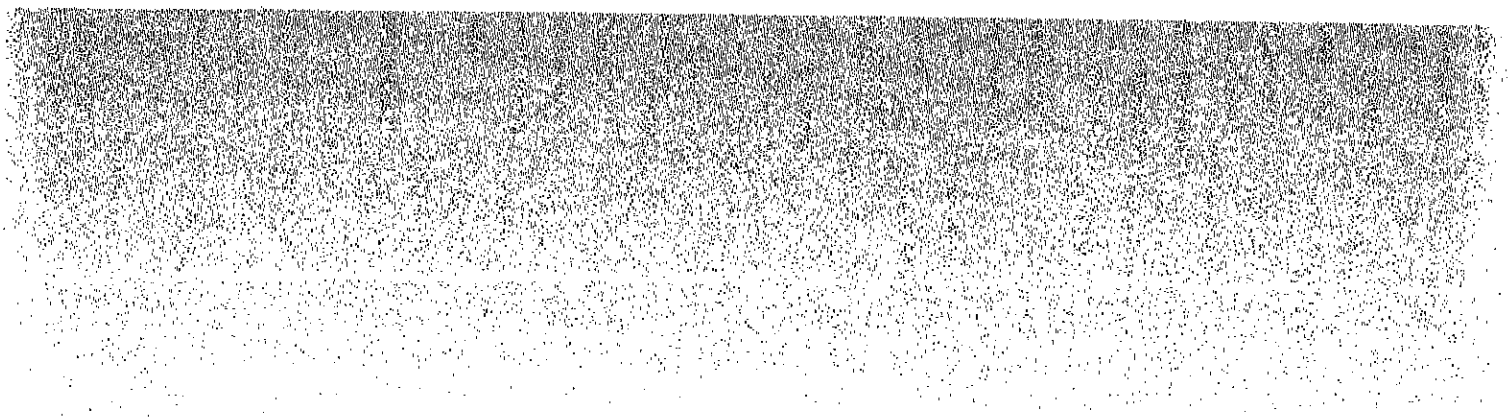
I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Jail Operations RFP at any time after September 21, 2011.

_____

OR

I certify that Proposer or Proposer's representatives have communicated after September 21, 2011 with a City Councilmember concerning the Jail Operations RFP. A copy of all communications is attached to this form for public distribution.

_____



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 X

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."

To the best of our knowledge and belief no owners, no employees out of the G4S Orange County office who would be directly responsible for managing the contract, and no employees who would work on this contract currently hold such positions. As a large corporation with more than 35,000 employees across the United States, it is not possible for us to respond with respect to all employees.

"Non-Collusion Affidavit"
To Be Executed By Proposer And Submitted With Operation of CMPD Type I Jail Facility Proposal

State of California
County of (County) ss.

(Proposer's Name), being first duly sworn, deposes and says that he or she is (Owner) of (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6/24/11
Date

Signat (Place)

G4S Secure Solutions (USA), Inc.
Proposer Name
(Person, Firm, Corp.)

Jorge Villaverde
Authorized Representative

2300 E Katella Ave, Suite 150
Address

Jorge Villaverde
Representative's Name

Anaheim, CA 92807
City, State, Zip

General Manager
Representative's Title

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APPENDIX A. EMPLOYEE BENEFITS & INCENTIVE PROGRAMS

The following benefits and incentives are provided to officers assigned to your site on an as elected basis:

INSURANCE PROGRAMS

Insurance	Highlights	Detail
Health	■ G4S's 42 Choice Plus Plan (CPOs only) ■ Administered by United Healthcare ■ Effective the first day of the month following three months of continuous service.	■ $100 deductible per person (In-Network) ■ $1,000 deductible per person (Out-of-Network) ■ $30 copay for primary care physician (In-Network) ■ $50 copay for specialist (In-Network) ■ 75% Co-insurance for In-Network services ■ 50% Co-insurance for Out-of-Network services ■ Annual benefit maximum for Home Health Care coverage – 52 visits per year ■ $1,000,000 lifetime maximum benefit with a $40,000 annual cap
Prescriptions	■ No deductible and a co-payment of:	■ 20% for Generic ($10 minimum) ■ 35% for Preferred Brand ($25 minimum) ■ 50% for Non-preferred Brand ($25 minimum) ■ Mail order available at same co-payments ($20 minimum for Generic and $50 minimum for Brand Name, Non-preferred Brand) for up to a 90-day supply
Life	■ $10,000 in life insurance	■ AD&D is provided at no cost to the employee
Supplemental Life Insurance	■ G4S employees can purchase up to an additional $40,000 in life insurance, in $10,000 increments, and pay the additional premium (premium costs are based on age) through payroll deductions	
Accidental Death & Dismemberment Insurance	■ G4S personnel who are not covered by another life insurance plan offered by the company will be entitled to occupational accidental death and dismemberment insurance in the amount of $5,000	

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RETIREMENT PLAN

G4S provides a 401(k) Plan to qualified employees (employees considered highly compensated under ERISA do not quality). Qualified employees:

- ***May contribute 1% to 40% of their compensation on a pre-tax basis***
- ***Have the opportunity to save for retirement with current tax-deferral advantage***
- ***Can take loans from their 401(k) Plan, repaying through convenient payroll deductions***

EMPLOYEE ASSISTANCE PROGRAM

Employee Assistance Program (EAP) is a voluntary program providing confidential assessment, counseling and referral services for employees and their families to help resolve personal concerns.

The majority of G4S employees using EAP are served through Horizon Health; select locations use a different EAP local provider. To use the program, an employee or dependent simply calls Horizon Health at 888-293-6948 to set up an appointment or discuss their concerns.

HORIZON HEALTH

Assistance is available for:

- Marriage & family issues
- Divorce
- Mental health
- Coping with change
- Credit & financial issues
- Grief & loss
- Stress
- Eating disorders
- Depression
- Alcohol & substance abuse

VOLUNTARY BENEFITS

G4S provides additional voluntary benefits (employee paid) that complement our core benefits (company provided). These voluntary benefits are available at competitive rates through G4S's negotiated group rates.

Enrollment is easy with a single call to the G4S Benefit Enrollment Center at 866-999-7702 for individualized information and rates. Voluntary benefits include:

Item	Description

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Item	Description
Short Term Disability Insurance	■ Helps replace a portion of the individual's salary in the event of sickness or injury. Level premiums are offered based on age at the time of purchase and will not increase over time.
Accident Insurance	■ Covers a wide variety of injuries and accident-related expenses such as hospitalization, physical therapy, etc. Individual and family coverage options are available
Critical Illness / Cancer Insurance	■ Offers financial protection in the event of a critical illness or cancer. A lump sum benefit is payable when diagnosed with a covered critical illness. Premiums are based on age at issue and tobacco status
Whole Life Insurance	■ In addition to death benefits, this policy has cash value. Individual and family coverage options are available

TUITION ASSISTANCE

Tuition assistance is available, when provided for in the contract, to full-time security personnel who have completed 90 days of uninterrupted employment. Courses must be job-related and taught by an accredited college or university. Tuition assistance amounts may vary and are reimbursed based on the grade achieved. If desired by the client, G4S can provide this benefit and direct bill, as incurred.

DIRECT DEPOSIT

G4S offers the convenience and safety of direct deposit of paychecks as well as paycards for our employees.

EASTERN FINANCIAL FEDERAL CREDIT UNION

G4S employees are eligible to join the Eastern Financial Federal Credit Union, one of the top 25 credit unions in the nation with over $1 billion in assets and more than 155,000 members.

Services can be accessed using various methods, to include Bank-By-Phone, ATM cards, and Eastern online internet banking. Our employees can take advantage of services such as:

- *Checking*
- *Savings & investment accounts*
- *Mortgage, auto & student loans*

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Credit cards

EMPLOYEE DISCOUNT PROGRAMS

G4S's Human Resources department maintains an employee discount program that has negotiated group discounts for the following:

Item	Description
Bank Discounts	■ Special savings on financial services are offered through Bank of America
Vehicle Purchase Program	■ Through G4S's relationships with automotive manufacturers employees can buy vehicles at a savings through a hassle-free, streamlined process
Home Buying Assistance	■ Fannie Mae and GMAC Mortgage & Real Estate Services offer timesaving applications, discounts and savings on home mortgages as well as other discounts and cash-back opportunities
Computers	■ Dell Computers offers discounted products, shipping and services
Cell Phone Services	■ Discounted cell phone services are offered through AT&T, Verizon and Sprint Nextel

CAREER DEVELOPMENT PROGRAM

G4S maintains a program that develops and trains field personnel at all levels to encourage advancement and promotion through various levels of operation within the company.

The current G4S President of North America is proof of this commitment, having risen from local operational management to his current position.

INCENTIVE PROGRAMS

SPECIAL RECOGNITION AWARDS

Award	Description
Certificate of Achievement	■ Awarded for the successful completion of a G4S North America Training Institute Program

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Award	Description
Certificate of Appreciation	■ Presented in response to a letter of commendation for a job well done, or for performance of a valued act of service for the customer / G4S
Certificate of Recognition	■ Presented in recognition of unusual & outstanding service, & for courage & initiative
Certificate of Distinction	■ Presented for the performance of an act of valor above & beyond the call of duty; an act that reflects great credit on the individual, the customer, & G4S
W-Valor Award	■ Presented to employees who have received a Certificate of Distinction & are eligible for this prestigious award
Officer of the Quarter/Year Award	■ Program of recognition administered on a corporate-wide basis

SERVICE AWARD PROGRAM

G4S offers an attractive service award program as a tribute and expression of gratitude for the valuable contributions and loyalty that our long-term employees have shown to the company.

The service milestones are in five-year increments as they reach their anniversaries with G4S. Gifts vary, based on length of service, from service pins to mantle clocks to gold rings and watches.

GRANDFATHERING OF INCUMBENT PERSONNEL

Incumbent employees who pass pre-employment screening and that may be retained will be grandfathered for group insurance purposes. This means we will count prior service toward the standard 90-day waiting period for the group insurance.

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APPENDIX B. LOCAL MANAGEMENT RESUMES

G4S's best-in-class status is due in large part to the skill and professionalism of our management and supervision. The following personnel are immediately responsible for delivering our promised security service to the City of Costa Mesa.

Regional Vice President
California & Pacific Region

MARK TSUJI

Responsibilities

- Provides overall guidance & management for the operations of all area offices within their specific region
- Responsible for developing new markets, implementing company strategy, & maintaining operational excellence
- Responsible for coordination of regional resources to assist in startup & operations for complex accounts & emergency or disaster response services

Experience

- Joined G4S in 1992
- 15 years of successful experience in management, training, sales, investigations & marketing within the security field

Associations & Certifications

- ASIS, BOMA, Law Enforcement & Private Security (LEAPS), National Association of Chief of Police

Sits on the advisory board for Cal-State Fullerton, Board of Directors, California Association of Licensed Security Agencies, Guards and Associates (CALSAGA)

Education

- B.S. Degree in Business, Minor in Psychology of Marketing, San Diego State University

General Manager
Orange County Area Office

JORGE VILLAVERDE

Responsibilities

- Provides direct supervision, guidance, & support to all of their office personnel to assure continued delivery of quality security services to all customers within their geographic area
- Overall responsibility for ongoing business development & growth for their area office
- Responsible for maintaining an active, strong partnership with all current clients

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Experience

- Joined G4S in 1992 and has held numerous positions
- Former Police Officer for the Ventura County Sheriff's Department
- Former Police Sergeant and SWAT team member in the U.S. Army.

Associations & Certifications

- ASIS, LEAPS, BOMA, CAI

Operations Manager
Orange County Area Office

ROBERT AULL

Responsibilities

- Assists General Manager in the operations of their area office to include quality assurance and contract compliance for current customers.
- Coordinates recruiting, training and assignment of newly hired security officers that will meet the stringent G4S requirements
- Ensures that contract-required training and screening for security officers are met providing customers reduced risk of turnover at sites.
- Responsible for the staffing, scheduling and discipline of security officers and supervision of payroll and billing for invoicing and payroll accuracy

Experience

- Experience in Customer Service Management, McDonnell Douglas (20 years)
- Former Law Enforcement with Brachville, NJ Police Department (11 years)

Education

- B.A. degree in Business Administration, National University

Regional Administration Manager
Orange County Area

CAMILLE BANGAYAN

Responsibilities

- Supports the entire region on transitioning new startups as needed, training the branches within the region on HRMS and Financial system, human resources, and daily administration functions

- Responsible for keeping all offices up to date on current topics, from financials to human resources, and provides guidance with a variety of tasks and activities conducted primarily within a specific region of field locations, to include acting as a liaison for offices with various G4S departments and/or divisions in matters including operational, administrative, policy and/or procedures

Experience

- Joined G4S in February 2003 and has held numerous positions

Associations & Certifications

- Society for Human Resources Management (SHRM)
- California Chamber of Commerce

Education

- Professional Human Resources Management through Chapman University

Regional Training Manager
Orange County Area

ROD NATALE

Responsibilities

- Responsible for project management including planning, organizing coordinating, and implementing training and education programs and procedures throughout the region
- Manages all professional training and education of line personnel and supervision
- Develop and produce policies, procedures and training
- Extensive experience in educational development for managers

Experience

- Joined G4S in February 2008
- Buena Park Police Dept. 1979 – 2005 (Retired Captian)

Associations & Certifications

- State of California, Life Time Teaching Credential
- Board of Trustees – West Anaheim Medical Center
- California Commission on Peace Officer Standards and Training, Management and Supervisory Certificates
- Board of Directors – Taser International – Professional Security Providers

Education

Bachelor of Science Degree in Business Management, University of Phoenix - August 1997

Manager, Contract Complaince and Business Development
Orange County Office

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BRANDON JOFFE

Responsibilities

- Provides service and solution development for new and existing customer
- Responsible for developing new markets, implementing company strategy, & maintaining operational excellence
- Responsible for coordination of transition process on new contracts
- Responsible for consistent and open customer communication and maintaining contract compliance

Experience

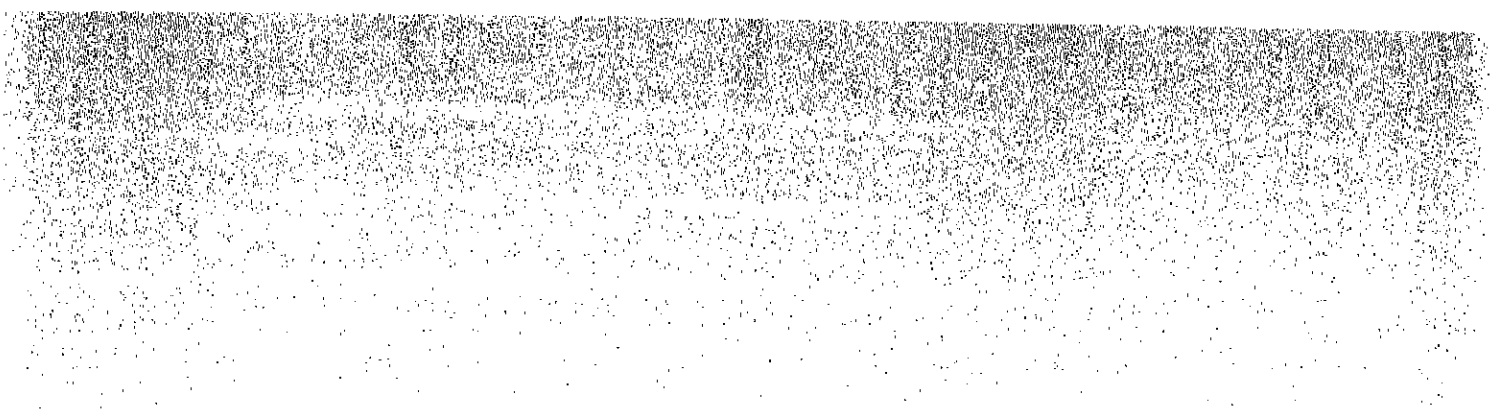
- Joined G4S in 2009
- 10 years of successful experience in business operations and management

Associations & Certifications

- ASIS, BOMA, CAI, CACM, , National Association of Chief of Police

Education

- B.S. Degree in Business Management, Cal State University of Fullerton



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APPENDIX C. JAIL SERVICE REFERENCES

Additional Jail Service References available upon request.

Department of Homeland Security

US Customs and Border Protection

Size:..... 22,043 Hours per Week; 600 Officers

Description:..... Provide approximately 22,043 weekly hours of prisoner/detainee transportation services, medical escort services and guard services to the Customs and Border Protection (CBP) along nine (9) sectors of the southwest border in four states since August of 2006. G4S provided transportation services include escort and guard services for detainees in CBP custody. Transportation service entails bus and van over the road transport services of detainees to courtroom facilities, medical offices/hospitals, and CPB facilities. G4S provides transport for an average of 60,000 personnel per month. G4S provides a total 532 Prisoner Transportation Officers, and an on-site supervision force of 40 Sergeants and 25 Lieutenants. Additionally, G4S provides a Project Manager and full project support staff to include HR personnel, payroll, trainers, administration staff, etc. G4S provides all vans and buses responsible for transporting, escorting, and maintaining custody and security for all detained persons, and or persons arrested by CBP officers along the southwest border.

Serving Since:..... 2006

City of Beverly Hills

Beverly Hills Police Department

Type of Facility:. Type I Facility

Size:..... 336 Hours per Week; 11 Officers

Description:.....G4S Custom Protection Officers provide prisoner custody services, prisoner booking, live scan administration, safety inspections, Title XV, prisoner DNA collection, Pay to Stay Program

Serving Since:... 2007

Contact:..... Erick Lee, Records and Jail Manager, 310-285-2185

G4S

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City of Irvine

Irvine Police Department

Jail.....Temporary Holding Facility

Size:..... 228 Hours per Week; 6 Officers

Description:.....Includes prisoner custody services, prisoner booking, live scan administration, DNA mouth swabbing, transportation to OCJ and safety inspections.

Serving Since:... 1991

Contact:..... Jennifer Kaiser, Business Services Manager, 949-724-7094

City of La Habra

La Habra Police Department

Jail.....Type I Facility

Size:..... 168 Hours per Week; 5 Officers

Description:.....Includes prisoner custody services, prisoner booking, live scan administration, and transportation to OCJ and safety inspections.

Serving Since:... 2001

Contact:..... Lieutenant Jeffrey Swain, 562-905-9777

City of Whittier

Whittier Police Department

Type of Facility: Type I Facility

Size:..... 336 Hours per Week; 11 Officers

Description:.....Includes prisoner custody services, prisoner booking, live scan administration, transportation to LA County Jail and safety inspections.

Serving Since:... 2006

Contact:..... Elizabeth Putrino, Services Manager, 562-945-8234

Lieutenant Michael Davis, 562-945-8288

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City of Azusa

Azusa Police Department

Jail..... Type I Facility
Size:..... 336 Hours per Week; 11 Officers
Description:.....Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title XV, prisoner DNA collection

Serving Since:... 2000
Contact:..... Captain Sam Gonzalez, 562-945-8288

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APPENDIX D. LETTERS OF REFERENCE

Whittier Police Department

Quality People - Quality Service

Serving the Communities of Whittier and Santa Fe Springs

July 5, 2011

Jorge Villaverde,
General Manager, Orange County Office
Wackenhut Corporation
2300 E Katella Ave. Suite 150
Anaheim, CA 92806

Jorge:

I am writing a brief letter to say thank you for the ongoing service and support you and Wackenhut/G4S have provided to the Whittier Police Department through our jail services agreement. We are renewing our agreement for the third time since its initial term in 2006, and we do so with the staffing of our jail at full complement including the Jail Manager.

We have appreciated an evolving and improving level of service from the Wackenhut jail staff over the years of the contract, with significant operational challenges having occurred within the past twelve months. The custody officers and the jail manager have worked effectively with our managing Lieutenant to make the transition to the new Whittier Police facility and state-of-the-art jail a smooth one. In addition, your support along and that of your field supervisors has helped to keep jail operations coordinated while we made several significant changes to our management team in recent months.

The Whittier Police Department looks forward to an ongoing positive working relationship with G4S/Wackenhut as we move into the next contract period. I know that we all have a shared interest in operating a safe and secure jail utilizing an effective staff. Thank you for your part in making that happen.

Sincerely,

Elizabeth Putrino

Elizabeth Putrino
Support Services Manager
Whittier Police Department

CITY OF LA HABRA

POLICE DEPARTMENT

5-26-11

To Whom It May Concern:

I am currently the Jail Manager of the La Habra Police Department Type 1 Jail facility. I have been assigned as the Jail Manager for nearly five years. During this time we have staffed our facility using G4S Secure Solutions, formerly known as Wackenhut. During my tenure as Jail Manager I have found the management staff of G4S to be very responsive to our needs and they provide great customer service. The staff working in our facility is competent, professional and dedicated to providing our agency good service. Several members of the G4S staff have gone on to become valued Police Officers with our department.

I would recommend G4S Security Solutions to staff and handle your custody needs. Should you have any questions, please feel free to call me at 562-905-9750 and I will be happy to assist you further.

Lieutenant Jeff Swaim

La Habra Police Department
Jail Manager

• Chief Tom Sonoff •
150 North Euclid Street, La Habra, CA 90631
(562) 905-9750 Fax: (562) 905-9752
www.lahabracity.com

IRVINE POLICE DEPARTMENT

IRVINE POLICE DEPARTMENT • ONE CIVIC CENTER PLAZA
P.O. BOX 19575, IRVINE, CALIFORNIA 92623 - 9575 • (949) 724-7000
Internet: http://www.irvinepd.org ● E-Mail: ipd@irvinepd.org

David L. Maggard, Jr.
CHIEF OF POLICE

June 14, 2011

To Whom It May Concern,

This letter is to confirm that G4S Secure Solutions (USA) Inc., formerly doing business as The Wackenhut Corporation, has been the company contracted to perform Custody Facility services for Irvine Police Department since 1991. For any questions, please contact me at (949) 724-7094 or jkaiser@cityofirvine.org.

Sincerely,

Jennifer Kaiser
Business Services Administrator
Irvine Police Department

Securing Your World

APPENDIX E. FINANCIAL RECORDS

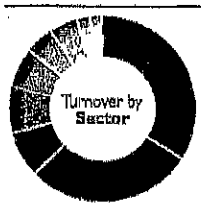
Securing Your World

G4S plc
Annual Report and Accounts 2010

Secure solutions

The secure solutions business provides a broad range of solutions to both commercial and government customers. G4S secure solutions uses its risk management and security expertise to encourage greater outsourcing of commercial and government facilities where security and safety are strategic issues – in areas such as ports, airports and the oil and gas sector. This will result in an increased number of long-term strategic customer partnerships across the group.

Sectors



Government	34%
Major Corporates and Industrials	29%
Financial Institutions	8%
Energy and Utilities	8%
Retail	7%
Ports and Airports	5%
Consumers	5%
Transport and Logistics	2%
Leisure and Tourism	2%

Strategy

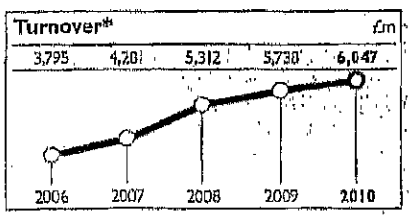
- → Use our expertise and geographic presence to differentiate our business
- → Drive outsourcing and minimise commoditisation of traditional security services
- → Offer an integrated security solution to customers

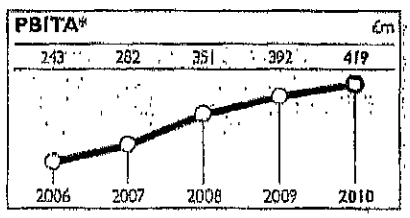
Key operational highlights

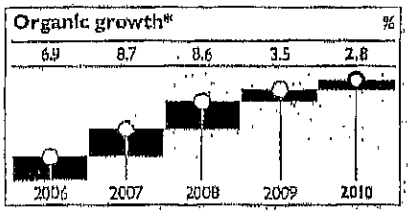
- → Strong growth continued in New Markets
- → Signs of recovery in some developed markets
- → Strict cost control and improved business mix helped grow margins from 6.8% in 2009 to 6.9% in 2010.

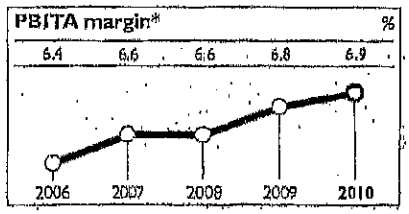
KPIs

During 2010, the secure solutions business achieved good organic growth of 2.6% and margins were up on the same period last year to 6.9%









Services

G4S provides a range of secure solutions to customers including:

- → Risk management and consultancy services
- → Secure facility outsourcing
- → Electronic monitoring of offenders
- → Manned security services
- → Electronic security systems
- → Monitoring and response services
- → Management of adult and juvenile custody facilities
- → Aviation security services
- → Fire protection and emergency response
- → Security training services
- → Project management

Contracts and relationships

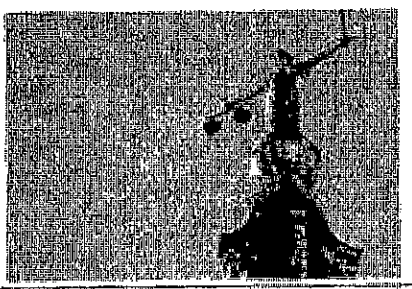
The duration of contracts varies – from high profile annual events such as Wimbledon and the Ryder Cup to 25 year private prison contracts. However, even when the contract terms are short, in practise many relationships become long-term and result in contracts renewed year after year. This is demonstrated in our customer retention rates which average above 90% across most regions.

Customer needs and drivers for key sectors

UK	9%
US	10%
Rest of World	9%

Government

A sharper global focus on security in the past decade has led to government outsourcing across a number of markets. A history of successful outsourcing within developed markets has bolstered a belief in competition and confidence in private sector involvement.



Government contracts accounted for around 34% of secure solutions revenues and 28% of total G4S revenues in 2010 and are split broadly into three geographic areas – UK, US and Rest of World.

We anticipate further government outsourcing opportunities will arise in developed markets as pressure on public spending intensifies and government departments seek to manage their budgets, without compromising on service delivery standards or the integrity of vital front line public services. This expertise, particularly in Care and Justice Services, can then be exported into developing markets.

$100bn

of port operators' investment in building new green/brown field terminals globally

480m

containers being moved around the world every year. Container and port facility security is an area of growing focus

Ports and Airports

We ensure the safe passage of travellers, crew and cargo and the efficiency of the international transport system through a full range of aviation operations spanning 61 airports and 81 airlines across 34 countries and at 20 ports worldwide

Airport infrastructure is not expected to keep up with passenger growth over the next ten years, potentially resulting in a shortfall of capacity in the order of one billion passengers. Airports and airlines will be looking to cost-effective, flexible security providers who have consulting capability, new technology integration expertise and who can redesign systems and interfaces.

In the ports sector, compliance with international security standards and evolving ports legislation is driving customer requirements. With 480 million containers being moved around the world every year, container and port facility security is an area of growing focus. Key opportunities for the port sector lie with the large international private port operators, who have collectively committed more than $100bn of investment in building new green/brown field terminals globally to expand their portfolios and capacity, including $60bn announced recently in India.

Oil and Gas

With ever growing pressure on energy providers to secure supplies for years to come through investment in new production plants and the protection of vital resources, security has come to the fore in the energy and utilities sector.

The market for security across much of the energy market has been led by regulation, particularly of nuclear power.

Increased regulation is driving a focus on cost efficiency, robust asset protection and on intelligence and risk-led security capabilities, together with experience of security provision within challenging and unpredictable environments.

Security challenges within the energy and utilities arena can be diverse – from protecting the copper and metal contained within electricity cables to oil or nuclear facility risk assessment and pipeline protection.

Divisional review

Secure solutions performance

"We believe our work with the UK Government on its Comprehensive Spending Review has delivered significant cost savings for them and provided potential further outsourcing opportunities for G4S."

David Taylor-Smith
Regional CEO – UK and Africa

Europe

Organic growth in Europe was 0.6% and margins were slightly higher due to excellent cost control across the region.

UK & Ireland

There was good organic growth of 3.8% in the **UK & Ireland** and margins strengthened further to 8.7% helped by continued strong performance of the commercial and government businesses, and despite revenue and margin reductions in Ireland.

Key UK Government contract wins in 2010 included a number of major contract extensions such as:

- → taking over the national security contract for the Department of Works and Pensions which was mobilised on 1 January 2011
- → a further extension of the Electronic Monitoring contact into 2013
- → strong growth in the services we deliver to the Olympic Delivery Authority
- → opening a new large prison wing at HMP Parc

G4S is bidding for a number of UK Government contracts and has been shortlisted by the Department for Work and Pensions to bid to deliver welfare-to-work services in seven out of the eleven UK regions. We expect the results of all these bids in 2011. G4S signed a memorandum of understanding with the UK Government which will deliver savings to the government largely through re-designing service provision.

The secure solutions business consolidated its position as the leading manned security provider in the UK with organic growth of 6%. Commercial contracts won include smart meter installation contracts for four major utility providers, re-winning a three year contract with Northern Rail, the UK's largest train operating company, a three year contract to provide security services at Belfast City Airport and G4S continues to roll-out global security contracts for international clients such as GSK and Shell.

Trading conditions in Ireland remained challenging in 2010 but our underlying trading was helped by prompt management action to address these issues. G4S was part of the consortium that delivered the new Dublin Criminal Courts PFI project ahead of schedule.

Continental Europe

The Continental Europe region performed well against an extremely difficult economic backdrop in Eastern Europe and we believe we have continued to gain market share with our solutions strategy outperforming single service providers. Overall organic growth was -1.9%, but margins were slightly above the prior year at 5.4% due to excellent cost control. Revenues for the security systems business, which accounts for around 30% of Continental European secure solutions, declined by 4%. Strong performers included **Norway**, helped by the Oslo airport contract, and **Netherlands** where G4S recently won the ProRail contract. In **Belgium**, G4S was successful in winning the Brussels airport security contract for up to five years from February 2011 and security for the European Commission building from April 2011. In **Sweden**, G4S has won the contract for the Swedish Parliament Administration from March 2011.

In **Israel**, G4S is the preferred bidder for a PFI police training academy which has a 25 year contract term and G4S has won two immigration accommodation contracts in **Cyprus**.

In Eastern Europe, we expect a return to revenue growth in 2011, especially in markets such as **Kazakhstan** and **the Baltics**, and increased profitability after some re-structuring in the region.

North America

Organic growth in North America was 2.2% and margins were slightly higher due to a greater proportion of solutions-based contracts, rigorous cost control with reduced overtime levels and lower employee turnover.

In the **United States** there was higher growth in the commercial sector during the second half of the year and the business entered 2011 with greater organic growth momentum than twelve months ago. Whilst the outlook for new US federal government outsourcing contracts in the short term is quite muted, federal government stimulus funding continues to drive the G4S Technology business with the opening 2011 order book well above 2010 levels. Government at a state and local level will present more opportunities as the pressure to look for more effective public service increases and leads to greater use of the private sector over the medium term.

Recent contract awards include work in the chemical, federal and retail sectors and additional locations for Shell and Cargill. Contracts re-won include work for a nuclear power station and county sheriffs' offices. Overall customer ratings were excellent and further growth opportunities exist both domestically and internationally with the existing customer base as well as with new prospects.

All our recent acquisitions in the US performed extremely well during 2010 and recorded growth and financial performance either in line with or ahead of expectations.

In **Canada**, the organic growth rate was over 6% with a number of large contracts starting during the second half including Shell, GSK, the Canadian Border Authority, a large financial institution and Kingston Hospital in Ontario. In addition, with support from around the group, the Canadian business is bidding on the opportunity to provide security solutions across airports in Canada.

"Whilst the outlook for new US federal government outsourcing is muted, federal government stimulus spending continues to drive the G4S technology business."

Grahame Gibson
Chief Operating Officer
Regional CEO – Americas

Total	Turnover £m		PBITA £m		Margins %		Organic growth %
	2010	2009	2010	2009	2010	2009	2010
Europe*	2,617	2,612	180	175	6.9%	6.7%	0.6%
North America*	1,676	1,524	96	86	5.7%	5.6%	2.2%
New Markets*	1,754	1,602	143	131	8.2%	8.2%	7.1%
Total secure solutions*	6,047	5,738	419	392	6.9%	6.8%	2.8%
Exchange differences	–	(70)	–	(4)			
At actual exchange rates	6,047	5,668	419	388			

Europe	Turnover £m		PBITA £m		Margins %		Organic growth %
	2010	2009	2010	2009	2010	2009	2010
UK & Ireland*	1,179	1,136	103	97	8.7%	8.5%	3.8%
Continental Europe*	1,438	1,476	77	78	5.4%	5.3%	–1.9%
Total Europe*	2,617	2,612	180	175	6.9%	6.7%	0.6%

America	Turnover £m		PBITA £m		Margins %		Organic growth %
	2010	2009	2010	2009	2010	2009	2010
North America*	1,676	1,524	96	86	5.7%	5.6%	2.2%

New Markets	Turnover £m		PBITA £m		Margins %		Organic growth %
	2010	2009	2010	2009	2010	2009	2010
Asia*	600	565	40	44	6.7%	7.8%	3.5%
Middle East*	465	429	44	39	9.5%	9.1%	8.2%
Africa*	333	313	33	29	9.9%	9.3%	5.8%
Latin America & Caribbean*	356	295	26	19	7.3%	6.4%	14.2%
Total New Markets*	1,754	1,602	143	131	8.2%	8.2%	7.1%

* At constant exchange rates

New Markets

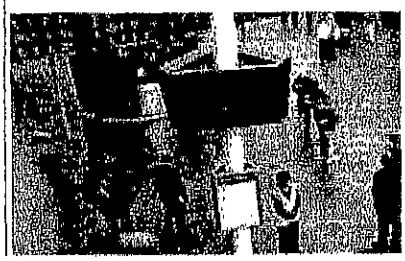
In New Markets, organic growth was excellent at 7.1% with strong improvements in margins in most regions.

Organic growth in Asia was 3.5% and margins were lower due to the loss of the DIAC contract in **Australia**, as previously announced. Excluding Australia, revenues were up 14.5% and margins were 7.1%, with strong revenue increases in **Papua New Guinea**, **Pakistan** and the **Philippines**. **India**, the largest market in the region, achieved double-digit revenue growth. Our risk consulting business Hill & Associates delivered a very strong performance and will be leveraging its expertise into the Middle East in 2011.

In the Middle East, growth continued to be excellent across the region with improved margins of 9.5%. **Qatar** and **UAE** performed particularly strongly, mainly as a result of the new airport contract in Qatar and federal wage legislation in UAE. In **Iraq**, as expected, the work for US forces has come to an end. The US Embassy contract in Kabul, **Afghanistan** will continue beyond 1 January 2011 as a result of the new incumbent failing to realise the contract transition. The work will continue for at least the first four months of 2011 at an improved profit contribution.

Africa performed well with organic growth of 5.8% and margins of 9.9%, helped by strong performances in **Morocco**, **Uganda**, **Botswana** and **Djibouti** and in our Care and Justice services business in **South Africa**. G4S has a unique network of operations in Africa which provides an excellent platform to support our global clients working in key sectors such as oil and gas, ports and mining.

The Latin America & Caribbean region has performed well as a result of a number of large contract wins in **Argentina**, **Brazil**, **Chile**, **Colombia**, **Ecuador**, **Mexico** and **Puerto Rico**. Overall for the region, organic growth was 14.2% and margins were 7.3%.



Case study

Behavioural detection officers

Passengers at Heathrow are now being protected by a new G4S team of undercover officers trained to detect the smallest signs of suspicious behaviour.

Anxiety, a lack of luggage or taking photos can indicate that someone is a potential high-risk, or they could simply be a normal passenger – and the new team of nine Behavioural Detection Officers can now help tell the difference.

Blending seamlessly into the check-in area, the officers use non-intrusive observation and analysis techniques to identify potential threats, and share intelligence with uniformed colleagues and the police.

Consolidated income statement

For the year ended 31 December 2010

	Notes	2010 £m	2009 £m
Continuing operations			
Revenue	5, 6	**7,397**	7,009
Profit from operations before amortisation of acquisition-related intangible assets and share of profit from associates		**522**	499
Share of profit from associates		**5**	1
Profit from operations before amortisation of acquisition-related intangible assets (PBITA)	6	**527**	500
Amortisation of acquisition-related intangible assets		**(88)**	(83)
Acquisition-related expenses		**(4)**	–
Profit from operations before interest and taxation (PBIT)	6, 8	**435**	417
Finance income	12	**98**	82
Finance costs	13	**(203)**	(196)
Profit before taxation (PBT)		**330**	303
Taxation:			
– Before amortisation of acquisition-related intangible assets		**(102)**	(100)
– On amortisation of acquisition-related intangible assets		**25**	23
– On acquisition-related expenses		**1**	–
	14	**(76)**	(77)
Profit after taxation		**254**	226
Loss from discontinued operations	7	**(9)**	(7)
Profit for the year		**245**	219
Attributable to:			
Equity holders of the parent		**223**	202
Non-controlling interests		**22**	17
Profit for the year		**245**	219
Earnings per share attributable to equity shareholders of the parent	16		
For profit from continuing operations:			
Basic and diluted		**16.5p**	14.9p
For profit from continuing and discontinued operations:			
Basic and diluted		**15.9p**	14.4p

G4S Secure Solutions (USA), Inc.
2300 E Katella Avenue
Suite 150
Anaheim, CA 92806
Phone: 714.939.4900
Fax: 714.939.4914

May 7, 2012

Kimberly Hall Barlow
Jones & Mayer
C/O City of Costa Mesa
3777 N. Harbor Boulevard
Fullerton, California 92835

RE: PROFESSIONAL SERVICE AGREEMENT; CITY OF COSTA MESA JAIL SERVICES

Dear Ms. Barlow:

G4S Secure Solutions (USA), Inc. (Consultant) agrees to extend the pricing proposal for the City of Costa Mesa (City) Jail Services contract an additional one hundred eighty (180) days from the date of this letter, to allow for finalization and execution of the contract.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

Jorge Villaverde
General Manager
G4S Secure Solutions (USA) Inc. – Orange County
714-939-4900

REQUEST FOR PROPOSAL

FOR

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

Police Department

CITY OF COSTA MESA

Released on September 21, 2011

OPERATION OF THE COSTA MESA POLICE DEPARTMENT'S

TYPE I JAIL FACILITY

REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

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

1. BACKGROUND

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

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

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

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

HISTORICAL BOOKING INFORMATION

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

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

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

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

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

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

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

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

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

	2009	2010
Days Per Year Medical Clearances Were Required	117	123

I.C.E. LIAISON AND BOOKING INFORMATION

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

	2008	2009	2010
ICE Detainers	327*	356*	171*

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

2. SCHEDULE OF EVENTS

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

Release of RFP	September 21, 2011
Deadline for Written Questions	October 6, 2011
Responses to Questions Posted on Web	October 13, 2011
Proposals are Due	October 21, 2011
Proposal Evaluation Completed	October 28, 2011
Interview of Short-List	November 3, 2011
Approval of Contract	(TBD)

3. SCOPE OF WORK

I. SUMMARY

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

II. GENERAL INFORMATION

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

III. PROJECT INTENT

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

IV. COSTA MESA POLICE TYPE I JAIL FACILITY OPERATIONS

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

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

V. STAFFING REQUIREMENTS

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

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

1. Be either commissioned or non-commissioned in the State of California
2. Be at least 21-years of age
3. Have a High School Diploma/GED, or better
4. Have a valid California driver's license
5. Have Custody Protective Officer training
6. Must meet all minimum screening and background checks required for custody officers
7. Must complete required training and orientation mandated in this agreement for custody officers
8. Be First Aid and CPR trained and qualified
9. Have good written and oral communication skills
10. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place
11. Be responsible for prisoner tracking and booking information
12. Have a professional appearance
13. Be physically able to perform all aspects of the assignment
14. Provide favorable references from previous employers
15. Have an acceptable, prior military check of DD form 214 (if applicable)
16. Have a current social security card
17. Have a current green card (if applicable)
18. Be willing to take a drug test at any time and pass

19. Personnel to be considered for custody officer service shall receive an initial screening and background check by Proposer, at Proposer's expense. Selection of custody officer personnel shall include consideration of character traits, motivation, and ability to perform the mental and physical tasks normally required of custody officer personnel

20. After thorough screening and interviewing by the Proposer, the applicant shall be interviewed by a representative of the City, and the City will have final approval of personnel initially assigned to the City and all future Custody Officer positions resulting from a vacancy fill.

21. Proposer shall institute a procedure for performing background checks that includes but is not limited to:

a. **Employment/Qualifications Verification:** Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances. Also verify periods of unemployment.

b. **Education**: Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.

c. **Drugs:** Conduct a drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.

d. **Reference Check:** Conduct a minimum of two personal reference checks.

e. **DMV Check:** Verify that the applicant has a driving record that reflects reasonable care and judgment. There should be no convictions for moving violations showing disregard for public safety.

f. **Criminal History:** Conduct a local criminal history check to verify the applicant has no felony convictions. Additionally, the applicant must pass the Live scan finger printing process.

g. **Wants and/or Warrants:** Applicant must be clear of any outstanding warrants, any prior felony arrests and any crime involving moral turpitude within five (5) years preceding the date of the application. The applicant may not be on probation or parole for any offense.

h. **Credit Check:** Conduct a standard credit check to determine financial responsibility. Interview all raters who have given a negative review.

i. **Psychological Review:** All custody officers must be found to be free from any emotional or mental condition which might adversely affect the exercise of their duties as determined by a licensed psychologist who has a doctoral degree in psychology and at least five years of postgraduate experience in the diagnosis and treatment of emotional and mental disorders. The custody officer must be found to be free from job-relevant psychopathology, including personality disorders, and a minimum of two objectively scored psychological tests must be used to assess psychological

suitability, one normed in such a manner as to identify patterns of abnormal behavior and the other geared toward assessing dimensions of normal behavior. A clinical interview is also required if the test results are inconclusive or suggest that the candidate should be disqualified.

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

VI. TRAINING

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

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

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

Moreover, upon employment, in addition to maintaining First Aid and CPR certification for all custody officers, Contractor shall provide, at its own expense, a City approved Initial Training

program consisting of approximately 50-hours of instruction material taken from the Costa Mesa Police Department Jail Manual plus sufficient on-going training to ensure custody officers remain up-to-date with changes in custody operations and safety issues. The general categories of instruction shall include:

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

VII. SCHEDULING REQUIREMENTS

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

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

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

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

VIII. UNIFORMS

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

XI. SECURITY AND CONTROL

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

X. EMERGENCY PROCEDURES

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

XI. USE OF FORCE

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

XII. RECORDS

Contractor shall be responsible for the timely completion of all inmate and related records as required by the City and applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. Contractor shall be responsible to maintain all related records to be in

compliance with all County and State regulations and inspections. All such records remain the property of the City of Costa Mesa.

XIII. RISK MANAGEMENT

Contractor shall be responsible for identifying risk and exposures and the implementation of a risk management program to deal effectively with them. Major emphasis should be placed upon personal safety, control and search procedures, and biohazard issues related to the handling of prisoners. Custody supervisor shall be present during all facility inspections and audits conducted by governing entities.

XIV. HEALTH AND SAFETY

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

XV. MAINTENANCE OF TYPE I JAIL FACILITY

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

XVI. USE OF TYPE I JAIL FACILITY

The Jail facility building will not be used as a training site for employees of Contractor destined for assignment to other accounts/locations.

XVII. SANITATION AND HYGIENE

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

XVIII. FOOD SERVICES

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

XIX. PROPERTY

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

XX. GRIEVANCE PROCEDURE

The Contractor shall allow inmates access to a reasonable, impartial, and nondiscriminatory procedure, which includes a final level of appeal to the State. The facility operator is responsible for responding to grievances on matters occurring during the inmates' incarceration in the City Jail.

XXI. INMATE SERVICES

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

XXII. CORRESPONDENCE

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

XXIII. MEDICAL ATTENTION AND MEDICAL CLEARANCES

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

XXIV. I.C.E. LIAISON

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

XXV. CITY CUSTODY VAN

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

XXVI. TRANSPORTATION

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

XXVII. ADDITIONAL SERVICES

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

XXVIII. OVERALL OPERATIONS

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

4. PROPOSAL FORMAT GUIDELINES

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

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

A. Vendor Application Form and Cover Letter

Complete Exhibit A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

B. Background and Project Summary Section

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

C. Methodology Section

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

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

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

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

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

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

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

D. Staffing

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

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

E. Qualifications

The information requested in this section should describe the qualifications of the Proposer, 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 or entity's demonstrated capability, including length of time that you have provided the services being requested in this Request for Proposal.

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

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

4) Financial Capacity

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

F. Fee Proposal

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

G. Disclosure

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or

City employee. ***Any past or current business relationship may not disqualify the firm from consideration.***

H. Sample Agreement

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

I. Checklist of Forms to Accompany Proposal

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

(1) Vendor Application Form

(2) Ex Parte Communications Certificate

(2) Price Proposal Form

(3) Disclosure of Government Positions

(4) Disqualifications Questionnaire

5. PROCESS FOR SUBMITTING PROPOSALS

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

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

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

- **Submission of Proposals**
  Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on October 21, 2011 to the address

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

City of Costa Mesa
City Attorney – 5th Floor
Attn: Kimberly Hall Barlow
77 Fair Drive
Costa Mesa, CA 92628-1200
RE: Operation of the Costa Mesa Police Department's Type 1 Jail Facility

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

  Richard Amadril, Purchasing Supervisor
  rick.amadril@costamesaca.gov

  The City reserves the right to amend this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than October 6, 2011. The City reserves the right not to answer all questions.

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

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

6. EVALUATION CRITERIA

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

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

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

2. Approach to Providing the Requested Scope of Services-------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 Exhibit 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 will include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

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

B. Initial Proposal Review

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

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral

interview. Interviews, if held, are tentatively scheduled for _____, 2011 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, 92626. This date is subject to change. The individual(s) from Proposer's firm or entity who 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 or entity. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission

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

8. PROTEST PROCEDURES

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

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

City Council will be considered. Should Proposer decide to appeal the response of the Purchasing Supervisor, and pursue its protest at the Council meeting, it will notify the Purchasing Supervisor of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

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

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

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

10. EX PARTE COMMUNICATIONS

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

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

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090, et seq. or sections 87100, et seq. during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of 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 Exhibit F.)

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Exhibit B to this RFP, 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 City Council and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation of 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, or any officer or employee of such Proposer, having been disqualified, revmoved, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Exhibit E.

15. STANDARD TERMS AND CONDITIONS

- Amendments

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

- Cost for Preparing Proposal

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

- Insurance Requirements

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

Appendix A

Appendix A

REQUEST FOR PROPOSAL

Operation of the Costa Mesa Police Departments Type I Jail Facility

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

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

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").

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. No personnel providing services to the City under this Agreement shall be allowed to work under this agreement unless he/she is approved by the City. City also has the right to require Consultant to remove personnel from service under this Agreement upon demand of the City based on performance deficiencies or misconduct of any kind.

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

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

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

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

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

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

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

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

(c) **Workers' Compensation:** Operator shall obtain Workers' Compensation Insurance, including employer's liability coverage, with a minimum limit of One Million Dollars ($1,000,000) or the amount required by law, whichever is greater. If any work is sublet, Operator shall require the subcontractor to provide similar Workers' Compensation Insurance coverage, unless such subcontractor's employees are covered by the Operator's insurance. Operator agrees to indemnify City for any damage resulting to it from any failure of either Operator or any subcontractor to

take out or maintain such insurance. Operator agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

5.2. Endorsements:

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of

City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONSULTANT:

Consultant
12345 Jefferson Rd.
Costa Mesa, CA 92626
Tel: 555-555-5555
Fax: 555-555-5555
Attn:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156
Fax: 714-754-5330
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 Contract by the Contractor (including its subcontractors and suppliers)

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

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

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

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

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

expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

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

6.11 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: _____
Mayor

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

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

POLICY

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

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

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

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

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

1. The dangers of drug abuse in the workplace;

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

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

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

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

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

1. Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

CERTIFICATES OF INSURANCE

Appendix C

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 Jail Operations RFP at any time after September 21, 2011.

_____

OR

I certify that Proposer or Proposer's representatives have communicated after September 21, 2011 with a City Councilmember concerning the Jail Operations RFP. A copy of all communications is attached to this form for public distribution.

_____

Appendix D

Appendix D

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

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

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

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

Supervisor Hourly Rate x 40 hours/week x 52 weeks/year	$
Custody Officer Hourly Rate x 400 hours/week x 52 weeks/year	$
	$
Total Estimated Annual Price	$

Appendix E

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

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."