



# CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

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FROM THE OFFICE OF THE CITY CLERK

August 19, 2014

Olpin Group, Inc.  
Attn: Sarah Shelter  
3520 E. Enterprise Drive  
Anaheim, CA 92807-1628

Dear Ms. Shelter:

RE: Professional Services Agreement

Enclosed, for your records, is a fully executed copy of the agreement between the City of Costa Mesa and Olpin Group, Inc. to provide replacement of outdoor duty lockers.

Sincerely,



Brenda Green  
City Clerk

Enclosure (1)

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
OLPIN GROUP, INC.**

THIS AGREEMENT is made and entered into this 16th day of July, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and OLPIN GROUP, INC, a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for the installation of steel outdoor duty lockers, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (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 Sections 1090-1092 of the California Government Code, 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 for the installation of 18 gauge steel outdoor duty lockers and removal of existing lockers as more specifically described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both 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. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. 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.

1.5. 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.

1.6. 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.

1.7. 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.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B." Consultant's total compensation shall not exceed Eighty Two Thousand Seven Hundred and Sixty One Dollars and Thirty Six Cents (\$ 82,761.36).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's 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 the City 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, the date of performance, 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. 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 four months, ending on November 17, 2014, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the 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, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, 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, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

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

## 6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City Manager or his or her 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:

Olpin Group, Inc.  
3520 E. Enterprise Drive  
Anaheim, CA 92807-1628

Tel: 714-970-2299  
Fax: 714-970-7572  
Attn: Sarah Shelter

IF TO CITY:

City of Costa Mesa  
99 Fair Drive  
P.O. Box 1200  
Costa Mesa, CA 92628  
Tel: (714) 754-5603  
Fax: (714) 754-5124  
Attn: Lt. Bryan Glass

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 "D" 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. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized

subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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 have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole 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. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render

any reasonable assistance and cooperation which City might require.

6.13. 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.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. 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.

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

6.18. 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 any document, 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 document referenced.

6.19. 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.

6.20. 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.

6.21. 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.

6.22. 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.

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

6.24. 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.

6.25. 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 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.

6.26. 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.

6.27. 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.

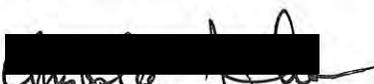
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

  
\_\_\_\_\_  
City CEO

Date: 8/2/14

CONSULTANT

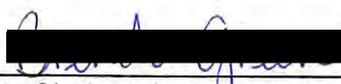
  
\_\_\_\_\_  
Signature

Date: 7/22/2014

CHRISTOPHER JOHNSON CFO  
\_\_\_\_\_  
Name and Title

  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

  
\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 8/6/14

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Management

Date: 8/6/14

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Project Manager

Date: 8/5/14

  
\_\_\_\_\_  
Interim Finance Director

Date: 8.5.14



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> STATE FARM INSURANCE AGENT: DALE MADSEN 4616 MAIN STREET YORBA LINDA, CA 92866 	CONTACT NAME: ANDREA PHONE (A/C, No, Ext): 714-777-7000 FAX (A/C, No): 714-693-1621 E-MAIL ADDRESS: ANDREA.GAGE.QDEO@STATEFARM.COM PRODUCER CUSTOMER ID #: A1868																					
	<b>INSURED</b> OLPIN GROUP, INC. 3520 E ENTERPRISE DR ANAHEIM, CA 92807 LICENSE # 863368	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>State Farm General Insurance Company</td> <td>26161</td> </tr> <tr> <td>INSURER B:</td> <td>State Farm Fire and Casualty Company</td> <td>26143</td> </tr> <tr> <td>INSURER C:</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>26178</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm General Insurance Company	26161	INSURER B:	State Farm Fire and Casualty Company	26143	INSURER C:	State Farm Mutual Automobile Insurance Company	26178	INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTY	TYPE OF INSURANCE	ADDL SUBS INSR	SUBS INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	92-CW-Y043-4	02/24/2014	02/24/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 BUSINESS PROP \$ 16,100
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<input type="checkbox"/>	363 9648-F16-75C	06/16/2014	12/18/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000		<input type="checkbox"/>	92-BE-U513-5	01/26/2014	01/26/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A	92-MW-A356-2	03/01/2014	03/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> CITY OF COSTA MESA 777 FAIR DRIVE COSTA MESA, CA 92626-1200	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE DALE MADSEN
--	---

Policy No.: 92CWY0434

FE-6809



**SECTION II ADDITIONAL INSURED ENDORSEMENT**

Policy No.: 92CWY0434

Named Insured: OLPIN GROUP INC

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**Additional Insured (include address):**

THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS,  
OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS  
777 FAIR DRIVE  
COSTA MESA, CA 92628-1200

**WHO IS AN INSURED**, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of **your work** performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

- Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06  
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

THE CITY OF COSTA MESA AND ITS  
ELECTED AND APPOINTED BOARDS,  
OFFICERS, OFFICIALS, AGENTS,  
EMPLOYEES AND VOLUNTEERS

INSTALLATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/01/14  
Insured OI.PTN GROUP INC

Policy No. 92-MW-A356-2      Endorsement No. WC040306  
Insurance Company STATE FARM FIRE AND CASUALTY COMPANY

Countersigned By

  
\_\_\_\_\_



**CITY OF COSTA MESA  
BUSINESS LICENSE TAX CERTIFICATE - 45348**

77 FAIR DRIVE • COSTA MESA, CA 92626  
PO BOX 1200 • COSTA MESA, CA 92628-1200  
PHONE (714) 754-5234 FAX (714) 754-5149

**BUSINESS NAME** OLPHIN GROUP  
**CORPORATE NAME** OLPHIN GROUP  
**BUSINESS** 3520 E ENTERPRISE DR  
**LOCATION** ANAHEIM, CA 92807-1628  
**PRINCIPAL'S NAME:** ROGER S. OLPHIN  
CHRISTOPHER JOHNSON

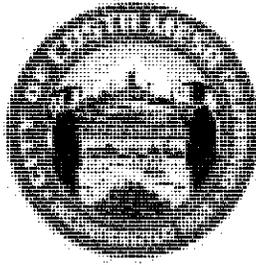
**EXPIRATION DATE:** June 30, 2015  
**DESCRIPTION:** CONTRACTOR

**OLPHIN GROUP**  
**3520 E ENTERPRISE DR**  
**ANAHEIM, CA 92807-1628**

**ISSUED FOR TAX PURPOSES ONLY - NOT TRANSFERABLE  
TO BE POSTED IN A CONSPICUOUS PLACE**

This Business Tax Certificate does not guarantee compliance with State or Federal licensing requirements. Issuance of this certificate indicates that the entity has paid the applicable Business Tax, pursuant to the CMMC Title 9 Chapter 1, and is issued for revenue purposes only.

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



**REQUEST FOR PROPOSAL**

**FOR**

**REPLACEMENT OF OUTDOOR DUTY LOCKERS**

**RFP No. 1165**



**POLICE DEPARTMENT**

**CITY OF COSTA MESA**

**Released on December 20, 2013**

## REPLACEMENT OF OUTDOOR DUTY LOCKERS

### REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for the Replacement of Outdoor Duty Lockers. The term is expected to be for 3 months. Longer initial and extended terms will be considered depending upon the Proposer's submission regarding use of City facilities and equipment.

#### 1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$98 million and a total of over \$109 million of fiscal year 2012-2013.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

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

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

#### 2. SCHEDULE OF EVENTS

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

Release of RFP	December 20, 2013
Deadline for Written Questions	January 3, 2014
Responses to Questions Posted on Web	January 10, 2014
Proposals are Due	January 22, 2014
Interview/Demo (if held)	February 19, 2014
Approval of Contract	TBD

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

### **3. SCOPE OF WORK**

Vendor/contractor will provide the labor, tools and material required to complete the project in a turnkey, professional workman-like manner. Please see Appendix G for a diagram of the desired duty locker configuration.

#### **TECHNICAL REQUIREMENTS**

Contractor is to remove and dispose of existing lockers. Contractor is to provide and turnkey install in a professional workman-like manner, new lockers secured to the foundation for safety purposes, which can be relocated if necessary, in the location specified by the City, including all electrical work.

- Qty 37, 2-tier duty lockers for a total of 74 openings
- Locker exterior dimensions – 24" W X 24" D X 86" H (with base)
- Opening interior dimensions – 24" W X 24" D X 42" H
- 18 gauge steel
- Powder coating or weather proof/resistant coating
- 1 fixed mid-level shelf in each opening
- Capacity to hang rain gear and/or jacket
- Combination lock for each opening with master key/code access
- Electrical capacity in each opening to charge up to four separate devices (e.g., du-plex with four outlet power strip or four-plex outlet); all outlets will converge into one or two main junctions at installation site
- Initial locker prototype, to specifications, provided upon mass production of lockers
- Removal and disposal of existing lockers and installation of new units

#### **WARRANTY AND MAINTENANCE**

A. A minimum of a two (2) year warranty on all defects in materials and workmanship must come standard.

### **4. PROPOSAL FORMAT GUIDELINES**

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

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals

which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter**

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

- **Background and Project Summary Section**

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

- **Methodology Section**

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

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.
7. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

- **Staffing**

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

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

- **Qualifications**

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

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

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

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

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

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

- **Financial Capacity**

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

- **Fee Proposal**

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

- **Disclosure**

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

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, **but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

## 5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

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

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

***Complete written proposals must be submitted in sealed envelopes marked and received no later than 10:00 a.m. (P.S.T) on January 22, 2014 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 Hall  
Office of the City Clerk  
77 Fair Drive  
Costa Mesa, CA 92628-1200  
RE: Replacement of Outdoor Duty Lockers

- **Inquiries**

***Questions about this RFP must be directed in writing no later than January 3, 2014, via e-mail to:***

Kim Wilson, RFP Facilitator

[Kimberly.Wilson@Costamesaca.gov](mailto:Kimberly.Wilson@Costamesaca.gov)

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than January 10, 2014. The City reserves the right not to answer all questions.

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

- **Conditions for Proposal Acceptance**

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

## 6. EVALUATION CRITERIA

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

1. Qualifications of Entity and Key Personnel-----**25%**

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

2. Approach to Providing the Requested Scope of Services-----**20%**

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-----**30%**

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

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

## 7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

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

### A. Responsiveness Screening

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

**B. Initial Proposal Review**

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

**C. Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for February 4, 2014 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

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

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

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City,

the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

## **8. PROTEST PROCEDURES**

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

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

## **9. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

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

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related

to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

#### **10. EX PARTE COMMUNICATIONS**

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

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

#### **11. CONFLICT OF INTEREST**

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

#### **12. DISCLOSURE OF GOVERNMENTAL POSITION**

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

### 13 CONDITIONS TO AGREEMENT, IF ANY.

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

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

### 14. DISQUALIFICATION QUESTIONNAIRE

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

### 15. STANDARD TERMS AND CONDITIONS

#### **Amendments**

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

#### **Cost for Preparing Proposal**

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

#### **Insurance Requirements**

City requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the

City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

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# APPENDIX A



**REQUEST FOR PROPOSAL**

***Outdoor Duty Lockers***

**VENDOR APPLICATION FORM**

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

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

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

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

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

# APPENDIX B

**EXHIBIT A**

**SAMPLE** PROFESSIONAL SERVICES AGREEMENT  
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this \_\_ day of February, 2014 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and contractor, a California corporation (“Contractor”).

**WITNESSETH:**

- A. WHEREAS, City proposes to have Vendor \_\_\_\_\_ as described herein below; and
- B. WHEREAS, Contractor represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Contractor 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 CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor’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 Contractor 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 Contractors 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, Contractor 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. Contractor 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 Contractor’s performance of this Agreement.

1.3. Warranty. Contractor 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. Contractor 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 Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. As compensation for the provision of products and services outlined in Exhibit "A" and in accordance with this Agreement, City shall pay Contractor the -unit rates, job rates and/or delivery rates set forth in Exhibit "A" and as applicable to the job/project, but not to exceed annual amount of AMOUNT TBD (\$) for a period of one (1) years with two (2) one-year options to renewals.

2.2. Additional Services. Contractor 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 Contractor 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. Contractor may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractors' services which have been completed to City's sole satisfaction. City shall pay Contractor'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 Contractor'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 ten (10) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Contractor of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor 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 Contractor 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 Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

## 5.0. INSURANCE

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

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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

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

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor 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.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor 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 Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor 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 CONTRACTOR:

Contractor  
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. Contractor 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. Contractor'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: Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Contractor 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 Contractor or the performance of this Agreement by the Contractor (including its subcontractors and suppliers)

It is expressly intended by the parties that Contractor'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.

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

The Contractor'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 Contractor's or its subcontractor's personnel practices or from

any allegation of an injury to an employee of the Contractor 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 Contractor 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 Contractor shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor 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 Contractor. City shall indemnify and hold harmless Contractor 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 Contractor. Contractor 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 Contractor has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Contractor during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of services set forth in this Agreement. Contractor 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. Contractor shall be responsible for its work and results under this Agreement. Contractor, 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 Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor 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: Contractor 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 Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19 Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain

or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

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

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,

A municipal corporation

\_\_\_\_\_

Date: \_\_\_\_\_

City Manager of Costa Mesa

CONTRACTOR

\_\_\_\_\_

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

**CONSULTANT'S PROPOSAL**

**EXHIBIT B**

**CITY COUNCIL POLICY 100-5**

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

### BACKGROUND

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

### PURPOSE

It is the purpose of this Policy to:

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

### POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - b. Establishing a Drug-Free Awareness Program to inform employees about:
    1. The dangers of drug abuse in the workplace;

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

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;
  3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

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

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**

# APPENDIX C

**EX PARTE COMMUNICATIONS CERTIFICATION**

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Outdoor Duty Lockers RFP at any time after December 20, 2013

---

**OR**

I certify that Proposer or Proposer's representatives have communicated after December 20, 2013 with a City Councilmember concerning the Outdoor Duty Lockers RFP. A copy of all such communications is attached to this form for public distribution.

---

# APPENDIX D

# PRICING PROPOSAL FORM

## OUTDOOR DUTY LOCKERS

**Provide an all-inclusive price to do the entire project in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.**

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-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](http://www.bls.gov).)

Total Price for complete project	\$
----------------------------------	----

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

# APPENDIX E

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

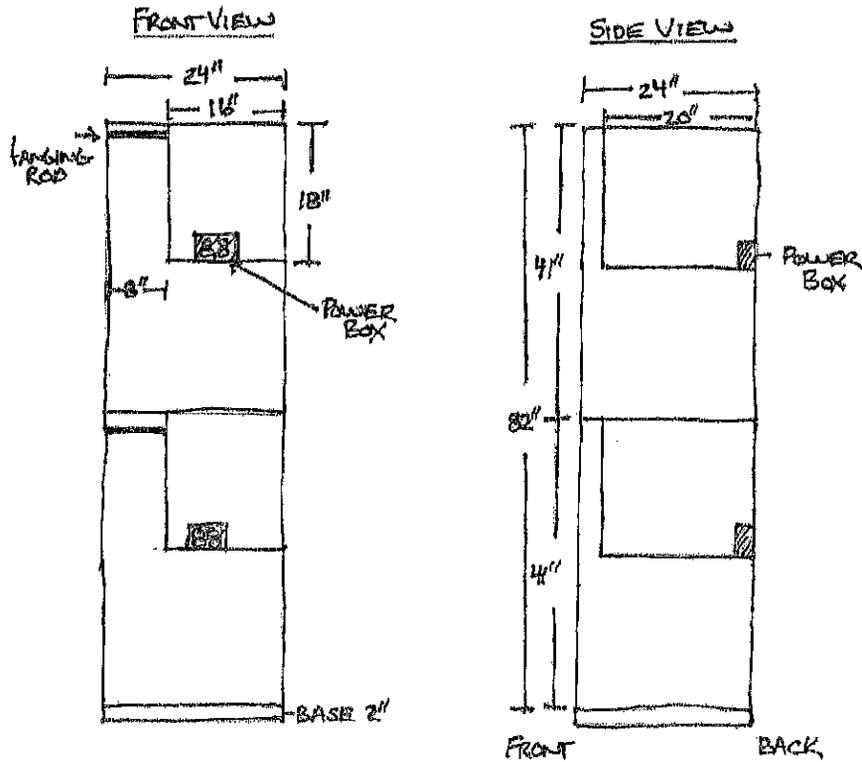
# APPENDIX F

## DISCLOSURE OF GOVERNMENT POSITIONS

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

# APPENDIX G

# PROJECT DIAGRAM



- \* Depiction Only
- \* Diagram not drawn to scale
- \* Dimensions subject to minor modifications
- \* Proposed dimensions - 24" W x 24" D x 86" H (with base)

Bryon Glass, Lt.  
Bryon Glass  
9/1/15 - 1065

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



OG1977  
January 28, 2014  
Page | 1

City of Costa Mesa – Purchasing  
77 Fair Drive  
Costa Mesa, CA 92628-1200

Dear Purchasing Department

Our initial involvement in this project began in March of 2013 when Lt Bryan Glass responded to a mailing we did to a group of police agencies in Southern California. Lt. Glass originally met with Scott Olpin and Sarah Sherter to discuss this project.

After this meeting Olpin Group prepared preliminary drawings for the project and submitted them to the Police Department. We also meet with Lt. Glass at the Chino Hills Sheriff Department to see Tiffin lockers installed outside at a police facility.

The attached proposal document is based on these initial meetings with the Police Department and the experience Olpin Group has in dealing with locker applications. Over the last 8 years, Olpin Group has designed and installed various types of lockers for a variety of private and public agencies. We have a vast experience in the design, manufacturing, and installation of lockers for various military applications as well.

Olpin Group is a full service company that can start with a base storage requirement, be it files, books, weapons, artifacts, arts, and etc., and design the proper storage. Then Olpin Group will select the appropriate vendor and order the material and install the equipment. We currently offer these services from our office on Main Street in Yorba Linda. In March, 2014 we will be moving to our new facility in Anaheim.

In our proposal we will meet the requirements of the RFP, however we will be suggesting some deviations from the RFP. The deviations are based on our experience and what we think will be the best solutions for the end user.

The pricing in this proposal is valid until May 1, 2014. After May 1, 2014 the price may change due to an increase in the cost of steel.

Attached is a copy of Tiffin's Limited Warranty. This is a limited warranty against defects in material or workmanship for a period of 5 years. Olpin Group will cover the labor cost of the warranty for a period of two years.

Thank you the opportunity to provide this proposal. If you have any questions, or if you'd like additional information, please contact our office.



OG1977  
January 28, 2014  
Page | 2

Sincerely,

[Redacted signature]

Chris Johnson  
CFO

Current Address of Operation  
4481 Main St.  
Yorba Linda, CA 9292881

March Address of Operation  
3520 E. Enterprise Dr.  
Anaheim CA 92807



Olpin Group's passion is *organizing the workspace*. We truly believe in partnership and collaboration, which is why we partner with clients to design, reconfigure and optimize the workspace. We carefully consider your workplace and workflow, your needs, your wants and especially, your ideas. Some of the best ideas come from the people who work every day in the space we organize. Of course, even the final system is never quite final. It's designed to be flexible so that it can change as your needs change.

**SCOTT OLPIN** – 25 Years Industry experience. Managing Principal with overall responsibility to manage the Project Team.

**CHRIS JOHNSON** - 30 years Industry experience. Managing Partner with responsibilities to oversee design and implementation of the Project, including managing our Manufacturer partners, Project Manager, Project Coordinator and Installation Manager.

**SARAH SHERTER** – 16 years of experience as a Project Manager, interior designer and planning and B2B sales with a specialty in FF&E. Responsible for managing an account for the County of Riverside with furniture design and planning service for 5 years with projects up to 260,000 square feet. Overseeing furniture, shelving and interior finish manufacturer consultants, creating and managing budgets, specifications, bid packages and furniture layout designs up to \$1.5 million. Also worked as a field Project Manager overseeing the scheduling, delivery and install for \$1.7 million of library furniture and fixtures for the City of West Hollywood. Has worked designing, specifying and providing other services with furniture and fixtures for major fast food chains, Lexus dealerships, government and corporate buildings. Has a BA in Interior Design from the Interior Design Institute in Corona Del Mar. CA

**FRANK HERRERA** – 15 years Industry experience. Operations Manager. Responsible for ensuring that installation is completed based on Manufacturer's requirements and that all dimensions and field conditions are verified and confirmed and production drawings are complete and accurate. Also responsible for seismic anchoring and installation schedule.

**MARIA DELVAUX** – 10 years Industry experience. Project Coordinator. Tracks all shipments, schedules deliveries, and arranges jobsite clearance for crews and deliveries. Responsible for placing Purchase Orders and checking acknowledgements, coordinates job site security clearance and Certificates of Insurance.



## **Background & Project Summary**

### **Initial Contact**

In March, 2013 we were contacted by Lt. Glass with a requirement for new duty lockers for the Costa Mesa Police Department. There was a meeting at the Costa Mesa Police Department with Lt. Glass, Scott Olpin and Sarah Sheter to discuss the requirements of the lockers that Lt. Glass felt was needed. At this meeting we were shown the location of the current lockers. Measurements were taken at this time and a suggested layout of lockers was prepared by Olpin Group.

The design of the project is to use lockers built by Tiffin Metal Products of Tiffin, Ohio. We have previously used their lockers for other public agent projects (see attached project list).

### **Product & Installation Review**

We met Lt. Glass at the Chino Hills police station to review Tiffin Lockers built for the Chino Hills Police Department. These lockers were installed in an alcove outside of the building in the parking lot, similar to the outside covered area at the Costa Mesa Police Department.

We also delivered a sample locker we had used in the Camp Pendleton Area 40 Fire Department. While this locker did not fit the requirement of the Costa Mesa Department, it did demonstrate the high quality of Tiffin Lockers.

### **Proposal & Drawings**

In May and July, 2013 we presented a proposal to the Costa Mesa Police Department for the locker. Our proposal included layout drawings. The new RFQ has been slightly modified from the original locker layout used in our original proposal. We have not presented an additional proposal with these changes while waiting for the final RFQ.

### **Previously Installation of Lockers**

We do not use Tiffin Lockers in every locker applications. Tiffin Lockers are used in applications storing heavy duty equipment, expensive equipment, or items requiring extreme security.

Over the past 6 years, Olpin Group has installed a variety of locker projects. These projects have varied from the simple school type lockers to wire lockers used at many of the local military bases in California. We have also installed over 4,000 specialty weapon lockers for military bases and police facilities.



**Partial list of lockers at military bases, schools and industrial offices:**

Special Boat Team 12	Special wire lockers for Navy Seals	\$ 681,590
BEQ PKG 4	Wire lockers for living units – Marines	\$ 25,960
<i>Jurupa Evidence</i>	<i>Riverside Sheriff Department*</i>	\$ 280,000
Experian	Wood Lockers	\$ 3,500
Qualcomm	Standard metal lockers – locker room	\$ 14,700
Herbalife	Standard metal lockers – locker room	\$ 5,525
<i>Area 41 Emergency</i>	<i>Tiffin lockers for Fire Department*</i>	\$ 81,268
Waldorf School	Special Trespa lockers	\$ 73,657
USC	Standard metal lockers	\$ 16,330
Sacramento National Guard	Wire equipment lockers	\$ 178,937
USC	Norris Cancer Center – metal lockers	\$ 7,928
<i>VA Med Ctr Police LB</i>	<i>Police duty lockers / hand gun lockers*</i>	\$ 41,700

**Partial list of installation of weapon lockers**

P173 - 29 Palms	\$ 305,286
1 <sup>st</sup> Tanks - 29 Palms	\$ 188,012
3 – 11 <sup>th</sup> Marines - 29 Palms	\$ 271,319
3 <sup>rd</sup> LAR - 29 Palms	\$ 454,594
1 <sup>st</sup> MLG Camp Pendleton	\$1,146,200
MARSOC Camp Pendleton	\$ 756,493
FIOC Camp Pendleton	\$ 65,000



OG1977  
January 28, 2014  
Page | 3

## Proposal

### Requirements

- Qty 37 – 2 tier duty lockers for a total of 74 Openings
- Locker exterior dimensions – 24" W x 24" D X 86" H (with 2" base)
- Opening interior dimensions – 24" W x 24" D x 42" H
- 18 gauge or 16 gauge steel
- Powder coating or weather resistant coating
- 1 fixed mid-level shelf in each opening
- Capacity to hang rain gear and/or jacket
- Combination lock for each opening with master key/code access
- Electrical capacity in each opening to charge up to four separate devices
- Initial locker prototype, to specifications, provided upon mass production of lockers
- Removal and disposal of existing lockers and installation of new units

### Lockers Proposal

Olpin Group is proposing the use of Tiffin Lockers which are manufactured in Tiffin, Ohio. The lockers outside dimensions will meet the exterior dimensions of the RFP, **however we will not meet the interior dimensions, since the exterior and interior dimensions are the same dimension.** Each individual locker will be 24" W x 24" D x 84" H, with two openings on each locker. In each opening there is a self-compartment which is 16" W x 20" D x 18" H. There is also a 4 plex outlet inside each opening along with a hanging bar. Each locker will have a 2" base.

Along with the lockers are 3 single depth end panels, 1 panel for the back to back units. There will be additional top filler strips.

The Plug and Play Modular electrical components are included with the lockers. These Plug and Play Modular components will terminate into a single point entry for each row. The power source for this plug and play unit will be supplied by the City. Olpin Group will be responsible for providing detailed drawings to the City for the placement of the power source for each row of lockers.

### **18 Gauge vs 16 Gauge**

We are required to provide pricing for both 18 gauge lockers and 16 gauge lockers. We want the City to understand the construction of the Tiffin Locker.



**Tiffin 18 gauge locker**

**18 Gauge Components**

Door – Top – Side – Shelf/compartment

**16 Gauge Components**

Bottom/floor – Back – Base – Side channels

If you look at the construction and the layout of the lockers, the only exposed 18 gauge surfaces are the tops and the doors. At the end on each row you have an additional end panel which adds a clear finish to the ends of the lockers. The side of one locker is against the side of the next locker. The back is 16 gauge in our 18 gauge locker. The only 18 gauge exposure is the door the top. At 84" H not too many people can see the top. We feel the 18 gauge is the most cost effective choice.

**Table Proposal**

We are also proposing a Tiffin stainless steel work table. This work table has a stainless steel top with powder coated metal legs. The table is 48" W x 36" x 36" H. The table will have 2 static locking casters, and 2 swivel locking casters.

**Investment\*\***

	<b>18 Gauge</b>	<b>16 Gauge</b>
36 Two Tier Lockers	\$49,860.00	\$62,322.00
1 Two Tier Prototype	\$ 1,795.00	\$ 2,245.00
1 Stainless Steel Table	\$ 1,250.00	\$ 1,250.00
Installation-New Lockers	\$ 4,650.00	\$ 4,650.00
Removal – Old Lockers	\$ 2,800.00	\$ 2,800.00
8% Sales Tax	\$ 4,232.40	\$ 5,265.36
Freight	\$ 2,960.00	\$ 2,960.00
<b>TOTAL</b>	<b>\$67,547.40</b>	<b>\$81,492.36</b>

\*\* Based on Flat Tops – see pricing for Slope Top

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
- ~~6. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.~~
- ~~7. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.~~

## PRICING PROPOSAL FORM

### OUTDOOR DUTY LOCKERS

Provide an all-inclusive price to do the entire project in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-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](http://www.bls.gov).)

	18 gauge	16 Gauge
Price for complete project (excluding Sales Tax)	\$ 63,314.70	76,227.00
Sales Tax (current rate is 8%)	\$ 4,232.40	5,265.36
Total Price for complete project	\$ 67,547.10	81,492.36

*FLAT Type Prices*

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

**FLAT TOP**

	16 Gauge Steel	18 Gauge Steel
Price for complete project (excluding Sales Tax)	\$ 76,227.00	\$ 63,314.70
Sales Tax (current rate is 8%)	\$ 5,265.36	\$ 4,232.40
Total Price for complete project	\$ 81,492.36	\$ 67,547.10

**SLOPE TOP**

	16 Gauge Steel	18 Gauge Steel
Price for complete project (excluding Sales Tax)	\$ 77,402.00	\$ 64,245.00
Sales Tax (current rate is 8%)	\$ 5,359.36	\$ 4,306.80
Total Price for complete project	\$ 82,761.36	\$ 68,551.80

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

*All other provisions of the invitation of this proposal shall remain in their entirety.*

*Vendors hereby acknowledge receipt and understanding of the above Amendment.  
Complete and submit this Amendment with your proposal.*

Signature

Date

Company Name

CFO

Typed Name and Title

OLPIN Group

Company Name

3520 E Enterprise Dr.

Anaheim CA 92807

Address

*All other provisions of the invitation of this proposal shall remain in their entirety.*

*Vendors hereby acknowledge receipt and understanding of the above Amendment.  
Complete and submit this Amendment with your proposal.*

[Redacted Signature] 11/23/2014  
Signature Date

OLDEN GROUP  
Company Name

Christopher Bakson  
Typed Name and Title

4801 MARSH ST.  
YUBA COUNTY, CA.  
Address



## Installation Schedule

- Week 1**                      Receive order from City of Costa Mesa
- Week 2**                      Production drawing Delivered to City of Costa Mesa  
\* Review installation schedule with Costa Mesa Police Dept
- Week 3**                      Production drawing signed by the City and returned to Olpin Group
- Weeks 4 – 10**                Production of lockers at Tiffin & shipping
- Weeks 11 – 12**              Critical Weeks  
Anticipate arrival of the lockers at Costa Mesa  
We will know when they leave the factory and a probably delivery date. We will provide 24 hour notice prior to delivery.  
\*Unload equipment from the lockers 5 days prior to delivery of lockers  
Removal of current lockers (2 day)  
\*Check electrical and make corrections as required  
Arrival of lockers  
Installation of lockers (4 days)  
Signed off of project  
\*Responsible of Costa Mesa Staff

## Key Personnel

**Sarah Shelter** – Sales Person/Project Manager – Response for the total project

**Maria Delaux** – Project Coordinator – Coordinates all inside tasks related to the project

**Dallas Campbell** – Chief Designer- Responsible for drawings & interfaces with factory

**Frank Hererra** – Installation Manager – On site responsibility for the installation

**Installation Crew** – Selection of Crew will be based on Installation calendar

Donald Anderson  
Ray Jimenez Jr.

Juan Jimenez  
Mike Vinci

Ray Jimenez  
Enrique Salazar



## Financial Information Olpin Group

### Principals

Scott Olpin – 5801 S. Ohio St., Yorba Linda, CA 92866  
Chris Johnson – 19581 Blacksmith Path, Corona, CA 92881

Federal Tax Identifications # 20-2189398

Small Business License # 41737

CAGE # 45TC2

California Resale # SR EA 100-556728

Contractors License #863368 exp 8/31/13, Class C61/D24

D&B # 18-654-0998

EDD #248-9751-4

SIC Code 2542 – Office and store fixtures, partitions, shelving and lockers, except wood

NAICS Code – 238390, 238990, 423440, 423210, 541410, 541490, 541618

### Banking Information:

First Bank Account: 9462115589  
18206 Imperial Hwy  
Yorba Linda, CA 92886  
714-223-1100 714 -223-1114 fax  
Katharine Gonzales Kathy.gonzales@fbol.com

### Trade References:

SecureIt Tactical  
6691 Commerce Blvd  
Syracuse NY 13211  
800-651-8835 315-433-1216 fax  
Nani Lowrey nani@secureittactical.com

BioFit Engineered Products  
PO Box 109  
Waterville OH 43566  
800-597-0246 419-823-1342 fax  
Julie Heuerman  
Julie.heuerman@biofft.com  
Customer # 1 271775

Aurora Storage Products  
600 S Lake St  
Aurora IL 60506  
800-253-5668 630-897-6994 fax  
Kathleen Kulick kkulick@richardswilcox.com  
Customer # 108346



Attached is our 2013 Year End financial statement. We do not have an audited financial statement. Each month we receive a financial statement prepared by:

Steve Keener, CPA  
Business Financial Solutions  
1240 N Van Buren St, Ste 102  
Anaheim CA 92807  
(714) 315-8511

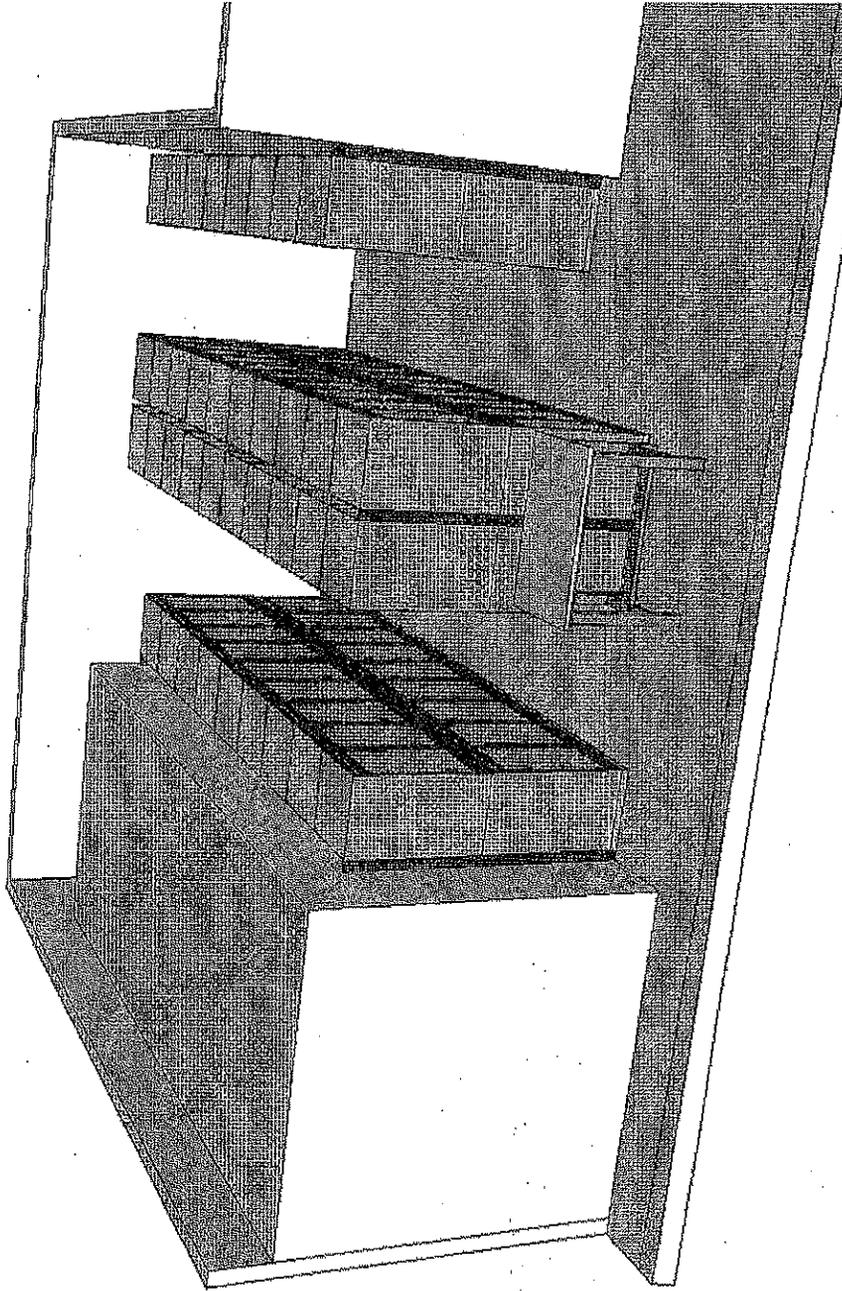
Each year our tax returns and K1s are prepared by:

Brian Donally, CPA  
White Nelson & Co, LLP  
2875 Michelle Dr, Ste 300  
Irvine CA 92606

# COSTA MESA POLICE DEPT

## CONTENTS

Page Description
P-2 EQUIPMENT PLAN
P-3 ELEVATIONS



## ISSUE

New	27 MAR 2013	dc
Rev1	16 JUL 2013	dc
Rev2	08 JAN 2014	dc
Rev3	15 JAN 2014	dc

(Revised outlet type to 4-plex)

## APPROVALS

I approve these drawings as shown.

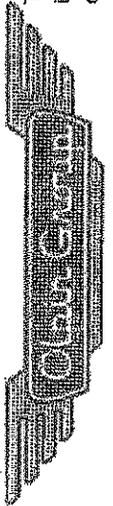
\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(printed)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)

Changes to drawing required.



This drawing contains proprietary and confidential information. Duplication, reproduction, or use of the document or its content in any form other than as expressly permitted by the Olpin Group is strictly prohibited.

**OLPIN GROUP**  
4881 Main St  
Yorba Linda CA 92886  
Office • 714-970-2299  
Fax • 714-970-7572

**COSTA MESA POLICE DEPT**  
Quote #: **OG1977**  
Contact:  
Olpin Group Rep: **SARAH SHERTER**  
Date: **15 JAN 2014**



This drawing contains proprietary and confidential information. Duplication, reproduction, or use of the document or its content in any form other than as expressly permitted by the Olpin Group is strictly prohibited.

**NOTES**  
**OLPIN GROUP DUTY LOCKERS**

(74) Duty Lockers 24"x 24"x 41" - Stacked (2) high on 2" Base (84" height overall)

Locking Doors

(1) Shelf

(1) 4-plex Outlet

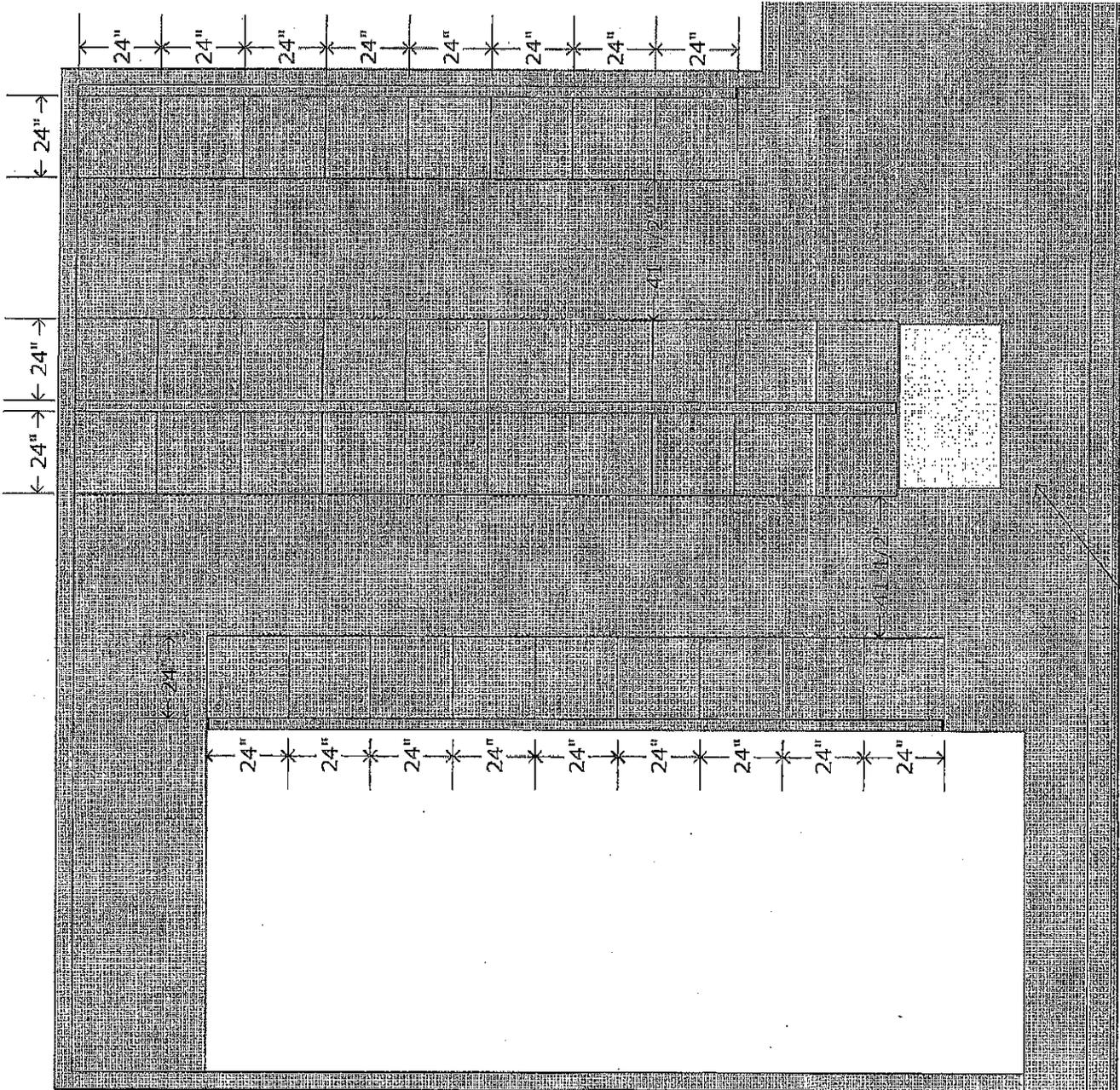
(1) Clothing Rod

Each locker to hold (1) Rifle, (2) Duty Bags, (1) Helmet, (1) Charger for comm. devices

(1) Work Table w/ Casters

Colors: \_\_\_\_\_

Scale: 1/4" = 1'



MOBILE TASK TABLE  
 (HD CASTERS)



This drawing contains proprietary and confidential information. Duplication, reproduction, or use of the document or its content in any form other than as expressly permitted by the Olpin Group is strictly prohibited.

**NOTES**  
**OLPIN GROUP DUTY LOCKERS**

- (74) Duty Lockers 24"x 24"x 41" - Stacked (2) high on 2" Base (84" height overall)

Locking Doors

(1) Shelf

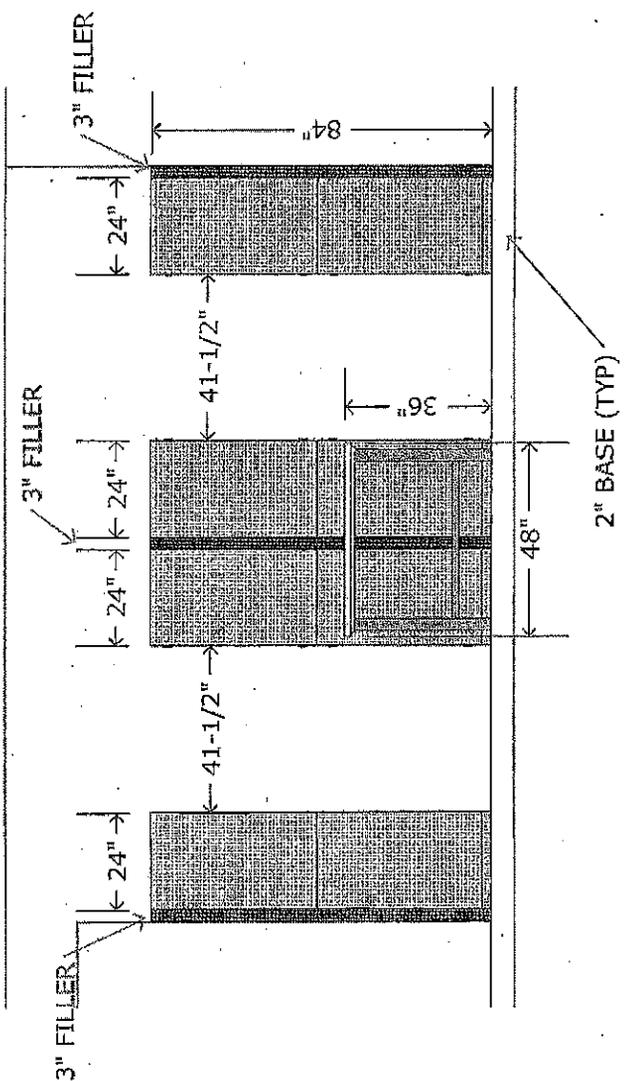
(1) 4-plex Outlet

(1) Clothing Rod

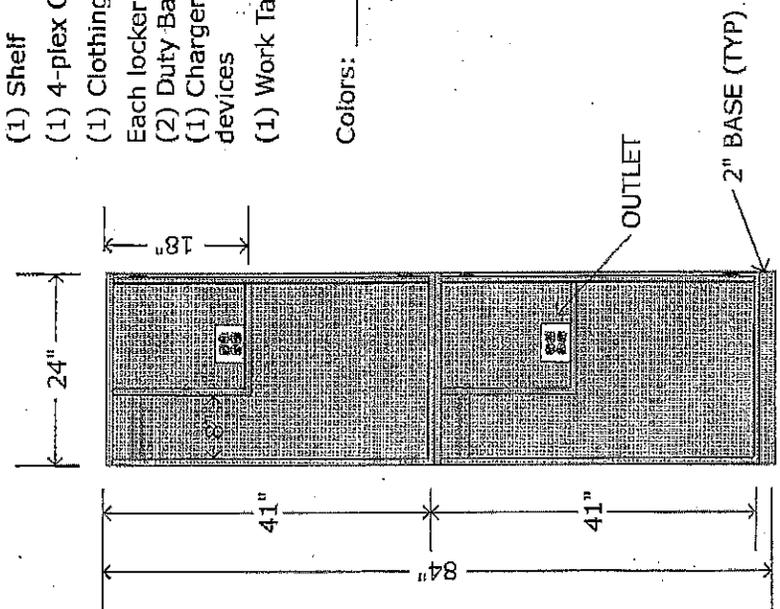
Each locker to hold (1) Rifle, (2) Duty Bags, (1) Helmet, (1) Charger for comm. devices

(1) Work Table w/ Casters

Colors: \_\_\_\_\_



**A** ELEVATION  
 SCALE: 1/4"=1'



**B** ELEVATION  
 SCALE: 1/4"=1'

**DETAIL**  
 SCALE: 1/2"=1'

# Sentinel® Locker

## Manufacturer's Limited Warranty

Tiffin Metal Products Co. (TMP Co.) thanks you for your purchase of Sentinel® Lockers, which are backed up under the terms of this Limited Warranty.

**5-YEAR LIMITED WARRANTY:** TMP Co. warrants its lockers against defects in materials or workmanship for a period of five (5) years. The warranty period begins on the date installation of the lockers is completed, but in no event later than 90 days from the date of the original purchase from TMP Co. This Limited Warranty is assignable by the original purchaser of the lockers to the owner of the facilities in which the lockers are installed.

In its sole discretion, TMP Co. will repair or replace any lockers that become defective through normal use during the warranty period. TMP Co. reserves the right to substitute similar lockers or replacement parts if the original lockers or parts are no longer available. In the first year of the Limited Warranty period, labor is included as a covered cost. After the first year of the Limited Warranty, all field and installation labor costs incurred by TMP Co. will be charged at the then prevailing rate.

TMP Co. reserves the right to reasonable field access to inspect and/or repair any lockers alleged to be defective. This Limited Warranty does not cover damage due to acts of God, improper installation or maintenance, misuse or abuse of the lockers in the field, or field modifications to any part of the lockers.

**THIS LIMITED WARRANTY AND THE REMEDIES HEREIN ARE EXCLUSIVE AND TMP CO. MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE LOCKERS, OR THEIR SELECTION AND APPLICATION, INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH LAWS AND REGULATIONS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**LIMITATION OF LIABILITY:** Repair or replacement of any defective lockers, or refund of the purchase price of the lockers in the event that TMP Co., in its sole discretion, determines that repair or replacement is not feasible, is the exclusive remedy available under this Limited Warranty. Any liability of TMP Co. under this Limited Warranty shall not exceed the purchase price for the affected lockers. IN NO EVENT WILL TMP CO. BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES, OR FOR ANY DELAYS IN THE PERFORMANCE OF THIS WARRANTY DUE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF TMP CO.

If any provision of this Limited Warranty is determined to be invalid, illegal or otherwise unenforceable for any reason, it will be deemed amended the minimum amount necessary to permit its enforcement.



450 Wall Street  
Tiffin, OH 44883  
Ph: 419-447-8414  
Fax: 419-447-5175