



REQUEST FOR PROPOSAL

FOR

PROFESSIONAL CONSULTING SERVICES

TO PROVIDE

INFORMATION TECHNOLOGY MANAGEMENT SERVICES



Finance Department

I.T. Division

CITY OF COSTA MESA

Released on January 10, 2012

**PROFESSIONAL CONSULTING SERVICES TO PROVIDE
INFORMATION TECHNOLOGY MANAGEMENT SERVICES
REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

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

1. BACKGROUND

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

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

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

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

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

The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide Information Technology Management Services, specifically in the areas of desktop technician support, network analysis and administration, software support, and computer operations. The City is interested in creative, cost-effective and service-oriented proposals for the delivery of the described service. The City expects responders to maintain or enhance current service levels including but not limited to 15 minute response times for Help Desk requests, and 30 response times for Public Safety emergency requests received outside of

the normal 8am to 5pm environment. On-site support for PC/Network tasks and all Public Safety tasks is a requirement. If programming support for the remaining area is proposed to be other than on-site the bidder must demonstrate how this has been accomplished in the past while maintaining service levels equivalent to the current City of Costa Mesa service levels.

2. SCHEDULE OF EVENTS

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

Release of RFP	January 10, 2012
Pre-Proposal Meeting It is strongly recommended to attend at; 77 Fair Dr. Council Chambers 9:00AM to 11:00AM Costa Mesa, CA	January 23, 2012
Deadline for Written Questions	January 30 2011
Responses to Questions Posted on Web	February 6, 2011
Proposals are Due	February 14, 2011
Interview (if held)	March 5, 2011
Approval of Contract	TBD

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

3. SCOPE OF WORK

The City is interesting in contracting for information technology services. The following are the details regarding the current staffing and operations. Each bidder is encouraged to submit a proposal which at a minimum supports the current programs and service levels. The following is information regarding the current staffing levels and details regarding the current IT operations.

Currently there are 4 Network Administrators, 4 Programmers, 1 Manager and 1 Administrative Assistant supporting all City IT functions for approximately 450 City workers. The network covers all City facilities totaling 16 locations. There is one centralized computer room located within the City Hall. See attached Appendix G for IT organization chart.

The IT Division for the City of Costa Mesa supports a 24 hours a day/7 days a week operation that operates 365 days a year. Because we handle Public Safety support, all staff involved with this contract will have to be DEPARTMENT OF JUSTICE/CLETS certified, and pass an extensive background check and a Polygraph test prior to employment. IT staff are also responsible for standby support with a maximum response time of 30 minutes outside of the normal 8-5 Monday thru Friday work schedule. Today this is done via a rotation list for standby.

Support statistics for the past 12 Months:

Description	Total
Number of Printers/Terminals maintained	150/450
Help Desk requests resolved	2,960
Number of City developed software applications	24
Number of servers maintained	44
Number of miscellaneous devices maintained	243
Number of vendor software applications maintained	1,000+

Listed below is a detailed description of the job responsibilities for each staff member.

Information Technology Manager

The responsibilities of the Information Technology Manager include but are not limited to the following:

- Contract Negotiations
- Contract Maintenance
- Staff Reports to Council
- Computer Liaison Committee
- Dispute Resolution
- Strategic Planning
- Prioritization
- Staff Management
- Additional Tech as needed
- User Liaison
- Budget Planning
- Budget Control
- Vendor Interactions
- Vendor Utilization (GIS)
- Floor Team Leader Disaster Committee
- Payroll/Time Keeping Control Point for IT
- Other Duties as Requested/Assigned

Administrative Assistant

The responsibilities of the Administrative Assistant in the Information Technology Division include but are not limited to the following:

- A. Budget Liaison
- B. Accounts Payable Clerk/Data Entry Clerk
- C. Contracts Administrator
- D. Assist City staff with Help Desk Issues
- E. Administrative Assistant functions:
 - Prepare e-mail memos as needed.
 - Compose and distribute business correspondence as needed
 - Prepare agenda for meetings.
 - Create presentations.
 - Conduct research and prepare statistical reports
 - Handle hotel and travel arrangements.
 - Schedule training arrangements.
 - Schedule meetings
 - Reserve conference rooms.
 - Take and transcribe minutes
 - Perform word processing
 - Provide clerical support to staff members
 - Fax documents and handle incoming faxed documents.
 - Make photocopies.
 - Handle outgoing and incoming mail.
 - Act as liaison between Continental Vending Machine and the City.
 - Proofread correspondence prepared by the IT Manager and/or any members of the staff.
 - Maintain files.
 - Maintain office supplies
 - Maintain bulletin boards
 - Retrieve and distribute mail from Central Services
 - Handle incoming and outgoing calls.
 - Represent division at Employee/Management meetings, as scheduled.
 - Represent division at Safety Committee meetings.
 - Receive inquiries from the public and other departments and/or agencies and if I cannot provide them a satisfactory answer, direct them to the person I believe can help

Information Technology Operations Network Administrators

The IT Operations Network Administrators maintain and support 2 network domains.

- 1) The CITYCM is the City Hall side of the Network. It consists of about 32 servers, over 200 desktop PC's and about 364 users. Eighty (80) percent of the software stated above resides on the CITYCM domain including our critical Exchange email server, and People soft financials. Along with financials, all development services, recreation, and Fire software reside on this domain as well.
- 2) The Police domain is a separate isolated domain that consists of 27 servers, with approximately 160 desktop PC's, and around 215 desktop users. All police applications reside solely on this side of the network and are subject to Department of Justice regulations. For this reason PD domain DOES NOT share resources with the CITYCM domain, with the exception of Mail. Some of the Police applications include Motorola CAD and RMS dispatching, Copps Online, Puma Digital recording, and L3 video communications to name a few. Communications dispatches both Police and Fire from the Police domain.

Because Police, Fire, and Communications are a 24 hour operation, at least one staff member must be on call 24 hours a day 365 days a year. This staff member must be no farther than a half hour physical response time to the City. Any staff member that works with, on, or around Police network and/or equipment must be background checked and Department of Justice certified. This is essential to keep in mind because although the domains are isolated, both City and police computer equipment reside at City Hall's computer room. This would mandate that anyone working in the computer room complete background and Department of Justice checks because of the proximity of Police Data.

Information Technology Operations Supervisor

Information Technology Operations Supervisor should be able to accomplish much of the same tasks as a Network Administrator; however, the Supervisor should be able to take on more complex tasks when needed. The Operations Supervisor is the second line troubleshooter for escalation of issues. Along with escalations the supervisor takes on a more administrative role. The position must research and recommend new hardware and technology, work closely with vendors to create quotes for both I.T. and other departments, and report directly to the I.T. Manager. Operations Supervisor must also evaluate employee performances, write performance reviews, discipline employees if needed, and create and review budgets for City wide I.T. needs.

List of basic skill sets needed to successfully perform the required support tasks:

- Knowledge of Server 2003
- Knowledge of Active Directory and best practices

- Knowledge of Exchange Server 2003 – 2010
- Knowledge of Windows XP and Windows 7
- Knowledge of Office programs from 2000 – 2010
- Knowledge of Networking using HP and Cisco brand equipment
- Knowledge of Backup Exec backup software and agent
- Knowledge of Symantec Endpoint & Barracuda software
- Knowledge of HP-UX & Linux operating systems
- Must be able to build, create, install, and configure Desktop computers
- Must be able to build create, install, and configure servers.
- Must be able to build, maintain, and support NAS servers
- Must be able to troubleshoot complex computer, network, and server issues
- Must be able to interact with users and troubleshoot issues with least amount of details and or from remote locations
- Must be able to support a user base of 579
- Support approximately 364 Desktop PC's on the City Network
- Support approximately 160 Desktop PC's on the Police Network
- Support approximately 32 HP servers on the City Domain
- Support approximately 27 HP servers on the Police Domain

Programs for support include the following:

- Windows server 2003, and 2008
- Windows XP pro and Windows 7
- Permits plus
- People soft HR, People Soft Financial
- ACDSee
- Adobe Acrobat Reader and Pro
- Adobe Acrobat Reader and Pro
- Adobe Illustrator, Creative Suite, Premier Elements, Photoshop
- AISC Steel Construction Manual
- ArcView GIS
- ArcView GIS
- Auto Sketch
- AutoCAD 3d
- AutoCAD, AutoCAD LT
- AutoCAD, AutoCAD LT
- Bentley Inroads Group XM Edition
- Bentley Microstation V8 XM Edition
- Card Access 3000
- CARS
- Cash Register
- Cash Register
- Civil 3D
- Civil Design

- ClerksIndex
- Clockwise Pro
- Command Workstation
- Copps Online
- CorelDraw Graphic Suite
- Corpscon 6
- Crash Math
- CrimeMap
- Crossroads
- Crystal Reports
- Deep Freeze
- Designpro
- DesignView 2009 and 2010
- Document Imaging/Matrix Imaging
- Draw Plus
- DWG View
- E.L.E.T.E.
- Editpad Pro 5
- Electronic Field Study
- EMP Slidemaker 2
- ENERCALC Structural Engineering Library
- FA Suite Fleet Focus
- Fiery Remote Scan
- Fiery User Software
- Filemaker Pro
- FileMaker Server and Pro
- Fire Studio
- Fire Zone 5.0
- Folio
- Folio 4.3
- FoxIt 2.3
- Fusion
- G2 Delta Meter API
- Garnicus Video Recorder
- GearPlayer
- HDL Sales Tax Application
- Hummingbird
- iLinc Client
- Image Onsite
- Imagemixer
- Incident Qualification System
- Internet Design Shop Gold
- iTunes

- Java
- Keops Toolkit
- Key-Pro
- Land Desktop
- Land Development
- Maptitude 4.7 & 4.8
- MCM G2
- MOS - (Accountant, AMS Connector, AV Client, Con AVI, DB Interchange, DHL API, Endicia, Enhanced DBI Library, Shipit Domestic API, UPS API, USPS API)
- Netmotion
- Netscreen Remote
- Omnipage
- Open Query
- Orpak USA
- Outlook Web Access
- Palm Desktop
- Panasonic Document Manager
- Paperport 10
- Papervision
- Photo Impression
- Photoshop
- PhotoSuite 8.1
- Plan Analyst for the 2006 IBC
- PowerManager Pro
- Premier ATM and Premier CAD, Premier MDC
- Puma
- RasWins
- Receipt Accounting System
- RecTrac
- Reflections Software
- Report Beam
- RISA-2D
- RNI fuel service
- Satellite Forms 7
- Sentinel Protection Software
- SharpDesktop
- Sonic Wall Software
- Sony Recorder
- Speed and Accuracy Typing Test
- Structural Engineer Library
- SunPro
- Suretrack
- SureTrak 3.0b

- Survey 2006
- SwiftView
- Symantec Security
- Synchro Plus SimTraffic
- Telestaff
- Thomas Guide Client
- Typing Instructor Deluxe
- Vault 2010
- VueScan
- WinZip
- Word Perfect 12

Since there is no comprehensive list of all software that the City and Police currently use, the above list represents only a portion of the programs used. Additionally the IT Operations Supervisor's position carries the following general requirements:

- Must be able to implement and support new technology with little or no training.
- Research and investigate hardware and software technology for department needs.
- Procurement – must be able to work with vendors to provide quotes for other department.
- Procurement – must be able to write purchase requests and directly purchase from vendors.
- Must be available for 24 hour on call shifts.

A detailed network diagram will be provided to the successful bidder after the contract has been ratified. The current network consists of Hewlett Packard equipment. Only two (2) Cisco devices exist within the City's infrastructure. There are numerous firewalls guarding the network as well, and as with the network diagram information related to them will be provided after the contract has been ratified.

Systems & Programming Supervisor

1. Supervise 3 Senior Programmer Analysts
2. Required skills:
 - Operating System: Unix, Linux, Windows
 - Internet technology
 - Web server technology: Apache, IIS
 - Web programming languages: PHP, Perl, Java Script, HTML, CSS
 - Database technology: Oracle, MySQL
 - All phases of software design and project management
 - Personnel management
3. Maintain and support 2 Unix servers (HP-UX)
4. Maintain and support the Oracle Databases (under Unix OS) "Oracle DBA"
5. Configure, maintain, and support Internet server (Linux, Apache, MySQL, PHP)
6. Configure, maintain, and support Intranet server (IIS, Apache, MySQL, PHP)
7. Configure, maintain, and support CARS server (Linux, Apache, MySQL, PHP)

8. Design, develop, maintain, and support 4 Internet websites:
 - City
 - Police Department
 - Redevelopment Agency
 - Costa Mesa Foundation
9. Design, develop, maintain, and support Council Agenda Report System (CARS)
10. Design, develop, maintain, and support City's Intranet
11. Design, develop, maintain, and support 5 Online helpdesk applications on Intranet:
 - City Council Presentation Request
 - Facility Maintenance Request
 - Central Services Request
 - IT Helpdesk Request
 - Phone and Communication Equipment Service Request
12. Design, develop, maintain, and support 9 Online applications on Intranet:
 - Carpool Database
 - Emergency Service Training
 - Employee Bulletin Board
 - Employee Phone directory
 - Parking Tags Database
 - Purchasing Information
 - Surplus Property Transfer
 - Street Sign Inventory
 - Workshops/Seminars listing

Senior Programmer Analyst (Public Safety)

1. Design and develop Property & Evidence Inventory System for Police Department, browser based application, based on different user roles, people in Police Department can view, edit, and manage property and evidence. (Project in progress.)
Required skills: Expert on Java, Google GWT, Spring Framework, Hibernate Framework, Sitemesh, Spring Security, Microsoft SQL Server 2008, Tomcat, Apache
2. Design and develop Property & Evidence Handheld Barcode tracking application, used to track the change of custody (check-in/check-out/move etc). (Project in Progress).
Required skills: Expert on C# Socket programming, C# Windows Mobile, Satellite Forms
3. Design, develop, maintain, and enhance Jail Booking System for Police Department, used by custody officers to book arrestees in the most convenience way, and provides stats reports for managers and supervisor.
Required skills: Expert on FileMaker Server and FileMaker Advanced Pro

4. Design, develop, maintain, and enhance Jail Booking Photo Capture application to take arrestee booking photos via computer-connected camera, application automatically re-format the booking photos to meet state and county requirements.
Required skills: Expert on Java Media Framework
5. Design, develop, maintain, and enhance Jail Booking Handheld application includes Cell Activity Log and Safety Log.
Required skills: Expert on C# Socket programming, C# Windows Mobile, Satellite Forms.
6. Administrate Jail Booking System for Police Department.
Required skills: Expert on Jail Management System and business process on how jail works
7. Design, develop, and maintain the interface application between Jail Booking System with Orange County DA office on ICE arrestees (Immigration and Customs Enforcement).
Required skills: Expert on FileMaker, Java, VB.script
8. Design, develop, and maintain the interface application between Jail Booking System with Department of Justice Finger Print LiveScan System.
Required skills: Expert on FileMaker, Java, VB.script
9. Design, develop, maintain and enhance Administrative Information Management System (Professional Standards Unit).
Required skills: Expert on MySQL, Microsoft Access 2003
10. Design, develop, and maintain statistic/analysis reports for Police Department, includes Incident Reports, Arrest Reports, Traffic Reports, Crime Reports, Patrol Reports, Booking Reports, Citation Reports etc. (Average reports request would be around 20 – 30 reports per month and most of them are on tight schedule and I got the reports ready normally within 4 – 8 business hours)
Required skills: Expert on Microsoft SQL server 2000, SQL Stored Procedure, Motorola LRMS database architecture, BiWeb Modeling Tools, BiWeb Reporting Tools
11. Design, develop, and maintain statistic/analysis reports for Communication Center when 911 calls are dispatched.
Required skills: Expert on Microsoft SQL server 2000, Motorola CAD/LRMS database architecture, BiWeb Modeling Tools, BiWeb Reporting Tools
12. Administrate LRMS system (Law Record Management System) for Police Department.
Required skills: Expert on Motorola LRMS database design and structure, User Interface, and Workflow
13. Administrate Coplink application (county wide crime analysis application) for Police Department, and work with County and KCC programmers to solve problems.

Required skills: Expert on Motorola LRMS, Coplink Java Application, Microsoft SQL Server and Coplink interface applications

- 14.** Administrate Copps Online application (officer case management system) for Police Department.

Required skills: Expert on Microsoft SQL server 2005, VB.script

- 15.** Administrate Coplogic application (citizen complaint on-line request application) for Police Department, and work with Coplogic programmers to solve problems/issues.

Required skills: Expert on Coplogic Java Application, Motorola LRMS interface configurations, Microsoft SQL Server 2000

- 16.** Administrate PUMA Digital Recording System for Police Department.

Required skills: Expert on Microsoft SQL Server 2005 Administration and Stored Procedures

- 17.** Design, develop, maintain, and enhance BroadBand Menu System used in all patrol vehicles for Police Department.

Required skills: Expert on C#.Net, C# Windows Presentation Framework

- 18.** Database administrator for all Police Department applications, Microsoft SQL server 2000, and 2005.

Required skills: Expert on Microsoft SQL Server 2000/2005 administration and Stored Procedure

- 19.** Evaluate and advise Police Department new computer applications.

- 20.** Administrate Matrix Document Imaging for Development Services Department, perform system administration, and handle customer requests.

Required skills: Expert on EMC ApplicationXtender Server/Desktop/Web components

- 21.** Work as backup for City Internet Website Maintenance when web-master is on vacation.

Required skills: Expert on Redhat Linux, MySQL, PHP, Perl, Ajax, HTML/XML and City internet design and layouts

- 22.** Work as backup for City Intranet Websites Maintenance when web-master is on vacation.

Required skills: Expert on Windows IIS server, ASP.Net and City intranet design and layouts

- 23.** Work as backup for City GIS applications.

Required skills: Expert on ESRI ArcGIS, ArcGIS Server, VB.Script, Microsoft SQL Server, Microsoft IIS server

- 24.** Miscellaneous duties include support on computer related issues, requests from Police Department and City Hall Departments.

- 25.** Support for New Port Beach Jail Management System as requested

Senior Programmer Analyst (Financials & Misc Systems)

1. PeopleSoft Financials 7.51 Public Sector

Modules: General Ledger, Accounts Payable, Purchasing, Inventory, Billing, Accounts Receivable, Budget Control
Approx user count: 15-20

2. PeopleSoft HR/Payroll 8.80

Modules: HRMS, Base Benefits, Benefits Administration, North American Payroll, Time and Labor, Employee Self-Service
Approx user count: 10
Employee self-service count: 500+

3. Accela Permits Plus 5.3.16

Modules: Business License, Building Permits, Inspection Reports, Planning Actions, Code Enforcement
Approx user count: 40

4. Quadrant Systems RASWIN 1.0.2610

Product Type: Cash Register and Receipt Accounting System
Approx user count: 5

5. Maximus FleetFocus 6.03

Product Type: Fleet Asset and Maintenance Management
Approx user count: 5

6. EMC Documentum ApplicationXtender 6.50

Product Type: Document Imaging
Approx user count: 10

7. Vermont Systems RecTrac 10

Product Type: Recreation Tracking and Class Scheduling
Approx user count: 50

8. PDSI Telestaff 2.52

Product Type: Fire Dept Scheduling
Approx user count: 125

9. ZOLL RescueNet FireRMS 4.7.25

Product Type: Fire Dept Incident Tracking, Records Management, Occupancy Inspection
Approx user count: 90

10. The Rules Guys MyFireRules 2.8

Product Type: Fire Dept Inspection Billing

Approx user count: 5

11. FATPOT PortalOne 2.1.7

Product Type: Fire Apparatus AVL Mapping and Dispatch Incident Display

Approx user count: 25

12. Motorola Premier CAD/PMDC/LRMS

Product Type: Police/Fire Dispatch System, Mobile Data Communications and Police Records Management

Approx user count: 300

13. GeoSpatial Technologies CrimeMap 5

Product Type: Police Incident Mapping and Analysis.

Approx user count: 5

14. Financial Systems Upgrade

Current upgrade plans from 7.5.1 to either 8.8 or 9.0

Senior Programming Analyst (Payroll and Misc Systems)

1. Projects In Progress now:

- ***Implementation of the 4%/5% PERSable deduction for city-wide employees*** – The council approved the changes to the payroll that the employees will pay the PERS Cost Sharing for 4% or 5%. This will take effect on payroll #1106 (start Feb 27th). New Deduction codes have been set up; SQR programs need to be modified to reflect the changes.
- ***Online Timesheet*** – Police Department has asked for a new feature that enables the supervisors to be able to add Overtime hours to their employees before the employees submit time. This is an addition to the existing Online Timesheet project. Deadline is the 1st week of April.
- ***Electronic Paycheck*** – A new feature requested by the Finance department to eliminate the printing of the paper paychecks. PDF version of the employee's paycheck would be sent to the employee's email address. Deadline is targeting at mid of May.
- ***CalPERS PERT Project*** – CalPERS has been working on upgrading their Data Reporting System. All their clients have been asked to work accordingly to upgrade the PERS report to the new format that will fit CalPERS's new PERT system. The new format will be on XML and hence the City's current PERS reporting program need to be re-written to meet their requirements. The launch date is Sep 19th, 2011.

2. Payroll Support

Frequency: Daily – our pay frequency is biweekly, but the support needed for the payroll user is on a daily basis.

Response Times: As soon as possible;

Skills and Knowledge required:

- Comprehensive understanding of both the PeopleSoft delivered and the City’s customized programs/processes to be able to answer the users’ questions promptly and accurately;
- Monitoring disk space usage and response time of production systems and make necessary changes to improve processing efficiency;
- Answering the users’ related questions concerning the feasibility and impact of proposed changes.
- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleSoft Application Engine
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ PeopleSoft Workflow
 - ✓ PeopleSoft Security control
 - ✓ PeopleSoft table settings
 - ✓ SQL

3. Implementing new MOU changes

Frequency: Based on the MOU negotiation period – the City’s regular negotiation period is every two years, but since we have several associations (CMCEA, CMPA, CMPA, CMFA, CMDMA, PTE, Executives and Confidential) which may contain different changes and be implemented at different pay periods, the time frame could last for several months.

Response Times: Starts right after the council approves the changes, usually between one to two weeks

Skills and Knowledge required:

- Comprehensive understanding of the City’s current business rules and how they are implemented;
- Capability of analyzing the new changes and implementing the new changes into the current programs/processes in the short time frame to avoid retroactive processes;
- Communicating with the users to gather information, discuss implementation methods, and conduct program test if necessary;
- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleSoft Application Engine
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ PeopleSoft Portal Structures and table settings
 - ✓ Oracle database table structure and data storage
 - ✓ SQL

4. Analyzing user requirements for modifications to existing programs/processes and requests for new programs/processes

Frequency: Whenever necessary

Response Times: May vary from days to months;

Skills and Knowledge required:

- Comprehensive understanding of both the PeopleSoft delivered and the City's customized programs/processes to be able to determine if existing programs/processes could be used or if new capabilities must be added to the application;
- Capability of analyzing the new changes and implementing the new changes into the current processes/programs;
- Communicating with the users and/or department representatives to gather information, discuss implementation methods, and conduct user test if necessary;
- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleSoft Application Engine
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ PeopleSoft Workflow
 - ✓ PeopleSoft Security control
 - ✓ PeopleSoft table settings;
 - ✓ SQL;

5. Troubleshooting for application failures and errors, including data errors and/or application errors;

Frequency: Whenever necessary

Response Times: As soon as possible

Skills and Knowledge required:

- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleSoft Application Engine
 - ✓ PeopleSoft Workflow
 - ✓ PeopleSoft Security control
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ Oracle database table structure and data storage
 - ✓ SQL
 - ✓ How the customized programs work
- Functional knowledge of the City's business rules is also required.

6. Generating ad hoc queries/reports per user's request;

Frequency: Daily

Response Times: May vary from minutes (while users are in the middle of a conference/meeting that require the information right away) to days.

Skills and Knowledge required:

- Functional knowledge of the City's business rules for HR, payroll, Time&Labor, and benefits;
- Technical knowledge of
 - ✓ PeopleSoft table structure
 - ✓ Oracle data storage
 - ✓ PS Query
 - ✓ SQR program
 - ✓ Excel

7. Open Enrollment Process;

Frequency: Once a year – depending on the opening period announced by PERS.

Response Times: Normally the process starts in July and ends at the end of the year.

Tasks performed:

- Setting up rates tables depending on the City's requirements:
 - ✓ Flat Rate Table
 - ✓ Age Graded Table
 - ✓ Salary Percentage Table
 - ✓ Service related Table
- Creating new benefit programs for the new year to reflect benefits changes;
- Building pay calendars for the new year;
- Running the base benefit audit;
- Defining PeopleSoft Benefits Administration group IDs;
- Defining open enrollment IDs;
- Creating schedules for PeopleSoft Benefits Administration processes;
- Setting up the PeopleSoft Benefits Administration run control process;
- Reviewing PeopleSoft Benefits Administration process results;
- Investigating participant eligibility;
- Activating Online Open Enrollment for City employees;
- Modifying the program and printing enrollment statements if user requires;
- Running final process to validate and load elections;
- Modifying the program and printing confirmation statements;
- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ PeopleSoft Security control
 - ✓ SQL.

8. Security Administration

Frequency: Whenever necessary

Response Times: May vary from minutes to days

Skills and Knowledge required:

- Understanding of the City's organizational chart;
- Including:
 - ✓ PeopleSoft daily user maintenance
 - ✓ PeopleSoft City-wide users for Online Timesheet and Open Enrollment
 - ✓ Intranet Personnel Information
- Technical knowledge of:
 - ✓ PeopleSoft Security control
 - ✓ Security Table Structures
 - ✓ SQL.

9. Creating new functional modules based on the City's requirement;

Project #1: **PeopleSoft Time & Labor Online Timesheet**

This project is developed from scratch because the PeopleSoft delivered eTimesheet module doesn't fit the City's needs. After meeting and discussing with each department, this programmer designed and developed the system to meet their requirements. Search views were created to control the security, and PeopleCode programs were written to implement the approval/submit level for each department/division based on their different needs. This is another successful project that was recognized and acknowledged by the entire city.

Skills and Knowledge required:

- Communication skills to meet with each department to gather functional requests;
- Designing and developing the system independently based on the users' requirements;
- Setting up the accounts and creating different roles based on the security charts provided by each department;
- Writing the SQR program to load data from Online Timesheet to Rapid Time;
- Training the employees city wide;
- Maintaining the system and implementing new requirements based on user's requests.
- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleTools
 - ✓ PeopleSoft Application Engine
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ PeopleSoft Security control
 - ✓ PeopleSoft table settings
 - ✓ SQL

Frequency: Whenever necessary

Response Times: Usually takes several months

Project #2: Online Personnel/Payroll Information System

The City wanted to provide an interface for the employees to view their personal information, job data details, benefits, leave balances, and paycheck details online through the City's intranet. The Programmer wrote the interface with ASP and JavaScript to get the information from the PeopleSoft database. Security and other control tables are maintained through MySQL. This new system provides all City employees with their personal, benefits and payroll information reading from PeopleSoft database.

Skills and Knowledge required:

- Analyzing users' requirements;
- Designing the system architecture;
- Creating security tables in MySQL to control employee authority and using internal ODBC link to get employee's information from PeopleSoft database based on user's login ID;
- Thorough understanding of PeopleSoft table structures;
- Technical knowledge of:
 - ✓ Micromedia Dreamweaver
 - ✓ ASP
 - ✓ VBScript
 - ✓ JavaScript
 - ✓ HTML
 - ✓ PeopleSoft Security control;
 - ✓ SQL

10. System Upgrade

Project: *Upgrading PeopleSoft HRMS from version 7.5 to 8.8*

This project was in-house, and utilized no outside consulting resources.

Tasks Performed:

- Preparing project plan and managing the entire upgrade effort from beginning to end;
- Planning the steps and reviewing software and hardware requirements;
- Installing and configuring database server, application server, processing scheduler server, and PeopleSoft Internet Architecture server;
- Executing and managing all technical upgrade tasks step by step;
- Resolving technical issues with the Database Administrator (DBA) and System Administrator;
- Completing technical fit gap analysis according to PeopleSoft guidelines.

- Configuring the Time & Labor module and writing programs to build customized rules;
- Converting and testing customized programs to make sure they're working smoothly in the new version;
- Testing PS delivered processes to make sure they're working as expected;
- Assisting user tests;
- Working closely with functional resources to ensure business needs are met;
- Verifying and rebuilding users' security;
- Implementing e-Benefits for Open Enrollment.

Frequency: Minor upgrade: every 2-3 years; Major upgrade: every 5-6 years.

Response Times: The entire process takes several months

Skills and Knowledge required: Below is a list of upgrade roles required by PeopleSoft for such a major upgrade:

Upgrade Manager

The Upgrade Manager must be familiar with the upgrade process. Most importantly, this individual must be able to make management decisions and resolve issues that impact the progress of the upgrade. The Upgrade Manager may have the following responsibilities:

- Prepares project plan and manages the entire upgrade effort from beginning to end;
- Monitors progress on the upgrade project plan and tasks;
- Facilitates meetings with the project team to discuss progress and issues;
- Alters the scope of the upgrade or obtains additional resources, as required, to ensure that the project is completed on schedule;
- Coordinates communication between the upgrade team members;
- Provides regular upgrade updates to management;
- Supports the upgrade team in all upgrade efforts.

Certified PeopleSoft Upgrader

It is recommended that this Certified PeopleSoft Upgrader be a fully dedicated member of the upgrade team. This individual must be familiar with PeopleSoft upgrades, RDBMS, PeopleTools (including the PeopleSoft Upgrade Assistant), Data Management Tools, Application Engine, PeopleSoft Configuration and Administration, Operating Systems, SQL, and other third party tools you use. In addition, it is recommended that this individual has team leadership and management experience. The PeopleSoft Upgrader performs the following tasks:

- Executes and manages all technical upgrade tasks;
- Logs all technical upgrade steps;
- Resolves technical issues with the Database Administrator (DBA) and System Administrator;

- Creates and oversees all necessary technical checklists to ensure completion of the upgrade;
- Reports completed tasks, issues, and risks to the Upgrade Manager;
- Completes technical fit gap analysis according to PeopleSoft guidelines.

Certified PeopleSoft Installer

It is recommended that you have a PeopleSoft Certified Installer install the new release. The PeopleSoft Installer should fill the following roles:

- Installs PeopleSoft-delivered software;
- Creates and installs a PeopleSoft Demo and Sys database;
- Configures the Application Server Domain, Web Server and Process Scheduler;
- Completes and installs Verification Test.

System Administrator/Web Administrator

The System Administrator should have working knowledge of the Server Operating System and PeopleSoft's technical architecture. The System Administrator position is responsible for the following tasks:

- Manage logins, passwords, and system security;
- Troubleshoot server issues.

Developers

These individuals may require SQR, COBOL, PeopleTools, Application Engine, Crystal, and nVision experience, depending on your customizations. Developers will fill the following roles:

- Retrofit customizations;
- Unit, System, and Interface test changes;
- Work closely with functional resources to ensure business needs are met.

Functional Resources

Functional Resources should include individuals with knowledge of the application. They should be familiar with your business processes and customizations. Ideally, there should be on team leader to coordinate upgrade testing and additional functional resources for each functional area. The functional team lead must be familiar with developing an overall testing strategy and must be familiar with new release functionality. The Functional Resources will perform the following tasks:

- Thoroughly review Release Notes;
- Identify customizations and assist Developers with resolving issues;

- Create and execute test plans (system, integration, and end-user acceptance tests).
- Modify and test queries;
- Resolve issues with the assistance of other upgrade team members;
- Determine acceptance of new release.

Services Delivery Requirements:

The IT Division utilizes an online Help Desk hosted on the City's Intranet Server. Response times for initial contact on a problem are set at 15 minutes from the time of the filing of a request. After hours calls are responded to the following business day; however, in the case of after hours calls from Fire, PD or 911 Dispatch an on-call support tech must be available to respond within a 30 minute window. Currently staff rotates that responsibility on a two week rotation.

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 RFP or any awarded 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 lead personnel who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.¹ Include a resume for each designated individual.

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

- **Qualifications**

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

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

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

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

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

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

- **Financial Capacity**

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.

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

- **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.

All proposals must be based on a full service contract which meets all of the criteria listed. In addition, it will be a “not to exceed” annualized contract which will be billable on a monthly basis. The term of this agreement shall be proposed as a 3 year agreement with two optional one year extensions. Cost proposals must take into account any proposed annual increases for the full 5 year term. Additionally, proposals must show an hourly cost break down for each type of employee to be provided, ie. Senior Programmer, DBA, Network Administrator, Supervisor etc. Rates must include after hours support, standby rates required to meet support requirements for Public Safety, and Holiday rates.

- **PROPOSERS ARE NOT REQUIRED TO PROVIDE A RESPONSE BUT AS AN OPTION YOU MAY SUBMIT THE FOLLOWING WITH YOUR PROPOSAL:** On a separate pricing format, provide a fixed standard hourly rate for the desired services describe by Costa Mesa Sanitary District in Appendix F. Costa Mesa Sanitary District will make the final consideration to execute an agreement.

- **Disclosure**

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

- **Sample Agreement**

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

- **Checklist of Forms to Accompany Proposal**

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

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate

- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

5. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

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

- **Preparation of Proposal**

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

- **Number of Proposals**

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

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on February 14, 2012 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Kimberly Hall Barlow

Jones & Mayer

City of Costa Mesa City Attorney's Office

3777 N. Harbor Blvd.

Fullerton, CA 92835

RE: Information Technology Management Services

- **Inquiries**

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

Richard Amadril, RFP Facilitator

rick.amadril@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 30, 2012. 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-----25%

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

3. Price Proposal-----25%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in 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 March 5, 2012 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

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

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

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

8. PROTEST PROCEDURES

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

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

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law,

the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

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

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

10. EX PARTE COMMUNICATIONS

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

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

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under

any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

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

13 CONDITIONS TO AGREEMENT, IF ANY.

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

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

14. DISQUALIFICATION QUESTIONNAIRE

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

15. STANDARD TERMS AND CONDITIONS

Amendments

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

Cost for Preparing Proposal

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

Insurance Requirements

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

APPENDIX A



REQUEST FOR PROPOSAL
Information Technology Management Services
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

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

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

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

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant _____ as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and

safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. [TBD]

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

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be

made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

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

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

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

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

5.0. INSURANCE

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

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), per occurrence and Five Million Dollars (\$5,000,000.00) aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional Liability and Privacy and Security Liability (Cyber) insurance with policy limits of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain said liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be

deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant

12345 Jefferson Rd.

Costa Mesa, CA 92626

Tel: 555-555-5555

Fax: 555-555-5555

Attn:

IF TO CITY:

City of Costa Mesa

77 Fair Drive

Costa Mesa, CA 92626

Tel: 714-754-5156

Fax: 714-754-5330

Attn: Purchasing

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

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

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

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

Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless:

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

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

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

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

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

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

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for

Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

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

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

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

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

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation

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

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

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

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

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

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

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

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

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy

in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

CITY OF COSTA MESA,

A municipal corporation

Date: _____

City Manager of Costa Mesa

CONSULTANT

Date: _____

Signature

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Date: _____

City Attorney

APPROVED AS TO INSURANCE:

Date: _____

Risk Management

APPROVED AS TO CONTENT:

Date: _____

Project Manager

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CITY COUNCIL POLICY 100-5

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

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

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

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

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

EXHIBIT C

CERTIFICATES OF INSURANCE

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Information Technology Management Services RFP at any time after January 9, 2012.

OR

I certify that Proposer or Proposer's representatives have communicated after January 9, 2011 with a City Councilmember concerning the Information Technology Management Services RFP. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL FORM

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

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

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

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
Manager	\$		\$	\$
Adm. Secretary	\$		\$	\$
Network Administrator	\$		\$	\$
Programmers	\$		\$	\$

Note: indicate the number of Network Administrators & Programmers you are proposing but enter a per person hourly rate as describe in Section 4 under Staffing.

Total Estimated Annual Price	\$
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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

City of Costa Mesa
Information Technology Organization Chart

